

EPA Region 5 Records Ctr.



257260

939750

No 10
Permits and Related Reports

CLEVELAND, OHIO

#5984

POST - 1983 DOCUMENTS FROM CLIENT RE:
MILWAUKEE SOLVAY SELL

5984



519 E. CHELTON AVENUE, PHILA., PA 19144
215/842-9520 • 800/255-7434
R-1536TG LEGAL SIZE

MILWAUKEE SOLVAY

Shutdown

6/11/77
MILWAUKEE

Monday May 26, 86

To: T.J. Manthey;
From: A.J. Carlson
Subject: Wisconsin Wrecking.

I met with Marko & Pam Gerovac on Friday May 23, 1986.

I toured the property and observed:

1. Several thousand tons of rubble, scrap and junk has been placed in the south yard. (From Shlitz)
2. Junk vehicles are scattered throughout the property.
3. Very little demolition has been completed.
4. Crusher running in coal storage area. Overhead Bridge Crane still standing, essentially over crusher area.
5. Inspected books.
6. Old vessel is tied up to dock.

As we have suspected in the past, the Gerovac's are hard, ~~hard~~ working honest people but lack any sort of business sense.

They have an outstanding loan on the crushing facility at \$361,000. They have been paying 2% over prime on this loan for 4 yrs and have not paid one cent on principle reduction. On July 1st this loan is to be restructured as a 10 yr. loan at 6,300.00/Mo. payments.

They had no idea what this installation is costing them so I calculated it for them. They were amazed that the interest and principle is costing 35.00

per how whether the unit is running or not.

Crushing

1985 - year to date income 2,500.

1986 - year to date income 48,000

In 1985 the Crusher was ready to run but they couldn't afford ~~the~~ fuel.

Projections are that they will do approx. \$200,000 worth of crushing in 1986.

Still have the two old hough F.E. leaders that they saved as back up for the crusher, haven't used them yet.

I expressed my dissatisfaction with what had been going on. I made several recommendations before I left the cleanup job that are still valid today.

In Summary there is no way that they can service both debts with their method of operation.

The following is my summary and a recommended course of action.

1. The crusher debt must be reduced.

P.M. should forgo their next two payments 1986 & 1987.

(they have \$100,000 coming from the shilts job prior to July 1st when the debt is to be restructured.)

They should pay the entire 100,000 to the bank and reduce the 361,000 to 261,000. Then have the 261,000 set up as a 6 Mo. single payment note which would be renewable.

They have approximately \$150,000 to \$200,000 worth of salvage from the plant which they should take down as fast as possible, take the proceeds and put against the principle.

Sell the two houses (Maybe \$15,000), pay the bank.

Sell any other assets immediately and pay against the note.

(They have the feeling that the salvage on the property is their slush fund) I pointed out that the deal was that they continue with the cleanup of the bldg & grounds when I left and this has not been done. I also pointed out that all they have been doing the last 4 yrs is working for the bank.

Clean up the south yard and lease it out. Marko said that he had been trying to get an ad in the paper to lease it for the last month, but they were slow at the paper.

I told him to start using his move and save his back, to get off his ass and go down to the paper and get the ad in. He said that he would.

These recommendations are only good if they follow them and if we do this you and I had better make a follow up inspection at least once a month.

I feel if they get the crusher paid for they will be in good shape. We will also be in good shape if they get the bldgs. torn down and the place cleaned.

J. Carlson

INTER-OFFICE COMMUNICATION

Date December 14, 1984

To

T. J. Manthey

From

A. J. Carlson

Subject: Milwaukee coke breeze, coal fines and coal tar sludge

During 1983 20,643 tons of all material was shipped from Milwaukee Solvay to Superior, Wisconsin. The breakdown of the material was as follows:

	<u>Tons</u>	<u>Type</u>
Rail	2,054.68	Coke Breeze
Vessel	2,500.00	Sludge
	8,044.11	Coke Breeze
	8,044.11	Coal Fines
Total Tons	20,642.90	

The present disposition of this material is as follows:

	<u>Tons</u>	<u>\$ Net Sales</u>	<u>\$ Accts. Recv.</u>
Stott Briquette	2,272	45,840	25,280
Erie Mining Co.	3,018	93,265	<i>\$117,702 (sales price)</i>
NSP	9,589	196,032	<i>\$299,176 (" ")</i>
Cutler Magner	4,461	159,687	<i>\$173,779 9,941</i>
Total	19,340	\$494,824	\$35,221

Book Tonnage on Dock 878 Tons Estimated Value \$21,722

Loss on Transfer, 2% 425

Total Tons 20,643

Total rail, unloading, vessel charges, storage and related charges equaled 277,178, subtracted from the \$494,824 Net income shows a recovery of \$217,646 plus \$35,221 of accounts receivable equals \$252,867 actual. When the remaining 878 tons of material is sold, we will recover an additional sum of \$21,722.

INTER-OFFICE COMMUNICATION

Date July 20, 1983

To

A. J. Carlson

cc: J. R. Lenz
P. D. Brick
J. T. Ansberry

From

T. N. Richmond

Subject: Stott Briquetting Co. - Additional Carload Weights

Supplementing my memorandum of July 8th, the following weight information has been telephoned to this office covering an additional eight (8) carloads of coke/coal fines from Milwaukee Solvay Coke Co.:

<u>CNW Car No.</u>	<u>Gross (#)</u>	<u>Tare (#)</u>	<u>Net (#)</u>	<u>Net Tons</u>
63615	232000	62700	169300	84.65
63509	223100	62500	160600	80.30
135122	247000	60100	186900	93.45
136029	240700	61600	179100	89.55
63518	232600	62700	169900	84.95
63611	248200	62000	186200	93.10
135372	236800	59200	177600	88.80
135584	245700	61100	184600	92.30

TOTAL 707.10 NT

This brings the total weight shipped during July, 1983 to 2095.78 net tons, based upon railroad weights.



TNR/et

INTER-OFFICE COMMUNICATION

To

A. J. Carlson

Date July 8, 1983

From

T. N. Richmond

Subject: Stott Briquetting Co. - Initial Carload Weights

The following weight information has been telephoned to this office by CNW representative covering 15 carloads of coke/coal fines from Milwaukee Solvay Coke Co.:

CNW Car No.	Gross (#)	Tare (#)	Net (#)	Net Tons
63548	254800	63300	191500	95.75
63564	259920	62600	197320	98.66
63588	260710	62100	198610	99.305
63652	261830	62900	198930	99.465
63374	224600	59800	164800	82.40
63655	240100	63700	176400	88.20
135603	250000	61900	188100	94.05
135745	235200	62200	173000	86.50
R 63537	244300	62800	181500	90.75
R 63623	257800	62800	195000	97.50
R 135643	252500	62200	190300	95.15
R 135644	266500	62000	204500	102.25 *
R 135763	256000	62000	194000	97.00
135140	215100	59500	155600	77.80
<i>Unloaded at Stott</i> 135653	229900	62100	167800	83.90

TOTAL 1388.68 NT

83.90
1304.78

NOTES: R - Reflects latest weights; overloaded when first shipped.

* - Still overloaded; railroads agreed to handle as is.



TNR/et

cc: J. R. Lenz
P. D. Brick
J. T. Ansberry

RECEIVED
JUL 11 1983

P. D. BRICK

A. J. Carlson

Pickands Mather

Pickands Mather & Co.
1100 Superior Avenue
Cleveland OH 44114



June 5, 1984

IN DUPLICATE

Wisconsin Wrecking Co.
8233 South 100 Street
Franklin, Wisconsin 53132

Gentlemen:

Re: Second Amendment to Milwaukee Solvay Dismantling
Agreement dated June 27, 1983

By Letter Agreement dated February 3, 1984 we agreed to a revised schedule for the dismantling and clean-up work Wisconsin Wrecking is obligated to undertake under the captioned agreement. You have requested a further revision to the schedule and this Letter Agreement will serve to confirm our agreement to revise the schedule as amended by the February 3, 1984 Letter Agreement as follows:

1. The North CG, the BP, and the South CG buildings will be demolished and the area cleaned up by September 1, 1984.
2. The area which constitutes approximately the north one-third of the coal yard and including the area where the tar tank was formerly located will be cleaned up and top dressed with crushed concrete material, as provided in the contract, by October 1, 1984.
3. The remaining portion of the coal yard will be cleaned up, debris removed, and the area graded by October 1, 1984.
4. The remainder of the demolition work, as provided in the captioned agreement as amended will be completed by December 31, 1984.

RECEIVED

JUN 13 1984

T. J. MANTHEY

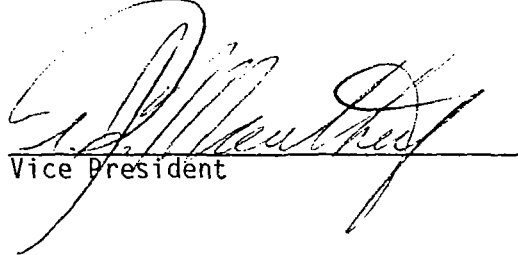
Wisconsin Wrecking Co.
June 5, 1984
Page 2.

Except as amended hereby, the captioned agreement,
as amended, shall remain in full force and unaffected hereby.

If the foregoing is acceptable to you, please sign
the duplicate copy of this letter, which shall constitute a
formal amendment to captioned Agreement, and return one fully
signed copy for our files.

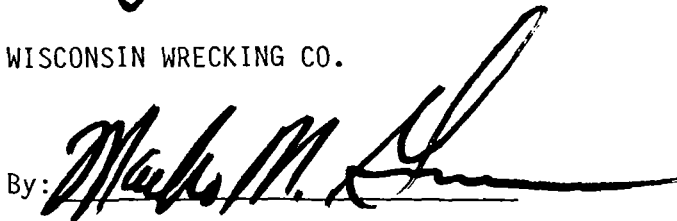
Very truly yours,

PICKANDS MATHER & CO.


Vice President

Accepted this 13 day of
June, 1984.

WISCONSIN WRECKING CO.

By: 

ROUTING SLIP

TO: T. Mantey

FROM: J. Ross
PLEASE NOTE AND

☐ RETURN; ☐ FILE; ☒ RETAIN;

PASS SUCCESSIVELY TO:

Per discussion

RECEIVED

DATE 5-8-84 MAY 9 - 1984
T. J. MANTHEY

Form G-23

Pickands Mather

Pickands Mather & Co
1100 Superior Avenue
Cleveland OH 44114

IN DUPLICATE

Wisconsin Wrecking Co.
8233 South 100 Street
Franklin, Wisconsin 53132

Gentlemen:

Re: Amendment to Milwaukee Solvay Dismantling
Agreement dated June 27, 1983

In response to your letter of January 19, 1984, on the
above subject, we concur generally with the schedule proposed
but specifically suggest that we agree to the following:

"Wisconsin agrees that the dismantling and clean-up
work will be completed to Owner's reasonable satis-
faction on or before December 31, 1984, subject to the
following:

4-11-84 - Marko Lerovac (A) The following buildings and/or related struc-
tures, including pipe and tanks, are to be
demolished by May 1, 1984; and the approximate
100-foot by 800-foot area occupied by these
buildings will be backfilled and the stone
covering placed beginning immediately after
~~May 1, 1984~~, and such covering will be com-
pleted as soon as practicable but, in no
event, later than September 1, 1984:

Water Purification Building
North CG Building
BP Building - partial
South CG Building
Tar Tank

(B) All remaining structures will be demolished
and/or dismantled, and the areas occupied
by such structures covered with the stone
covering, on or before December 31, 1984,
except that the following buildings will be
left intact, unless the parties otherwise
agree:

RECEIVED *Beginning*
FEB 20 1984 *Our Second Century*
PURCHASING *183/183*

February 3, 1984

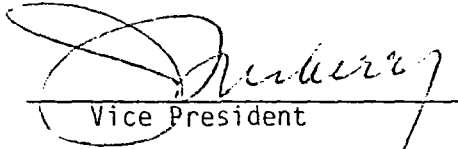
Wisconsin Wrecking Co.
February 3, 1984
Page 2.

Main Office
Engineering Building
Machine Shop
Boiler House
BP Building - foundation and
second floor"

If the foregoing is acceptable to you, please sign the duplicate copy of this letter, which shall constitute a formal amendment to captioned Agreement, and return one fully signed copy for our files.

Very truly yours,

PICKANDS MATHER & CO.



Vice President

Accepted this 11 day of

February, 1984:

WISCONSIN WRECKING CO.

By: 

Wisconsin Wrecking Co.

Plant Dismantling - Used Structural Steel and Building Material

5141 W. St. Martins Road • Franklin, Wisconsin 53132 • Phone 425-4450
8233 South 100th Street

RECEIVED

JAN 23 1984

PURCHASING

PICKANDS MATHER & COMPANY
C/O Charles Matson
1100 Superior Avenue, N.E.
Cleveland, OH 44114

Re: DEMOLITION OF BUILDINGS LOCATED AT 311 EAST GREENFIELD,
MILWAUKEE, WISCONSIN

Dear Mr. Matson:

In accordance with our Agreement, signed July 1st, 1983, and with full understanding of same, we hereby propose the following schedule of Demolition, and hope that it will meet your needs and be economically feasible for everyone concerned:

DEMOLITION PROPOSAL

Buildings, and/or related structures, including pipe and tanks, to be demolished by March 1st, 1984:

WATER PURIFICATION BUILDING
NORTH CG BUILDING
BP BUILDING-PARTIAL
SOUTH CG BUILDING
TAR TANK. *Remnants Tunnel (150')*

These buildings encompass an area of approximately 100' x 800'. The buildings will be demolished, removed and backfilled. The Stone Covering of the said areas will begin in the Spring of 1984. Also beginning in this time frame, will be the process of dismantling Blocks # 3 & 4 of the Ovens. Depending on the possibility of selling the fire bricks, the process should be completed in the course of the Summer of 1984.

The remaining structures will be demolished and/or dismantled during the remainder of the Calendar Year of 1984, (which include the Coal/Coke Handling Buildings (Conveyor related structures). When the other areas are cleared, they will also be covered with stone as per our agreement.

The buildings to remain at this time will be the following:

MAIN OFFICE
ENGINEERING BUILDING
MACHINE SHOP
BOILER HOUSE
BP BUILDING-FOUNDATION AND SECOND FLOOR

- 3 more Tanks with tank in 30' in diameter tank - about 1' deep (tops are cut off)
- Inlet covered that draws water from river

Oil house - check soil & if not dispose with tanks

6/11

coal bridge

End 70 72 rest of area in pipes - special handling required.

No concrete.

Page Two

January 19, 1984 -PM&Co.

We have secured all of the wrecking permits as per our agreement, and they are valid for the course of the Demolition Process.

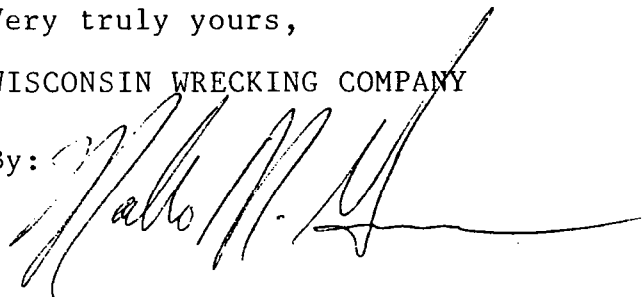
We hope this schedule will be in accord with everyone concerned, and if there is any problem please feel free to contact me at any time.

Thanking you in advance, and hoping we can be mutually beneficial, we remain

Very truly yours,

WISCONSIN WRECKING COMPANY

By:

A handwritten signature in dark ink, appearing to read "Marko M. Gerovac", written over a horizontal line.

Marko M. Gerovac, Partner

MMG:pg

2ccs: Charles Maygera
Jerry Lenz

Pickands Mather

Pickands Mather & Co
Suite 811 - 200 West Superior Street
Duluth MN 55802

November 7, 1983

Mr. Carl E. Marietta, P.E.
General Manager
Hibbing Public Utilities Commission
6th Avenue E and 19th Street
P.O. Box 249
Hibbing, Minnesota 55746-0249

Dear Carl:

As per our agreement, we have delivered 886.4 tons of briquets to your plant in Hibbing, Minnesota.

At the agreed upon price of \$50.00 per ton, we would appreciate your payment in the amount of \$44,320.00.

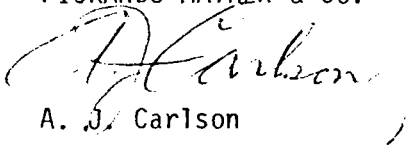
The check should be made out to Pickands Mather Briquetting Account and sent to:

Norwest Bank Duluth
Duluth, MN 55801-0488
C/O James A. Seitz
Senior Vice President

Thank you again for this order, hopefully, we can do more business in the future.

Very truly yours,

PICKANDS MATHER & CO.


A. J. Carlson

cc: R. Beaudin
P. D. Brick ✓
G. B. Weir

RECEIVED
NOV 10 1983
P. D. BRICK

REVENUE FROM SALES AS OF 10/24/83

Confirmed Sales

University of Minnesota - Duluth	
1,000 Tons @ \$42.00	\$ 42,000
coal, breeze, sludge & tar	
Hibbing Public Utilities P. O. #13992	
1,000 Tons @ \$25.50	25,500
coal & breeze	
Hanna Mining Co.	
60 Tons @ \$40.00	2,400
Coal	
Conwed	
25 Tons @ \$40.00 (test price)	980
breeze and sludge	
Stott Briquet - Confirmed Sales	
(See 10/21/83 letter) 4700 Tons @ \$40.00	188,000
coal	
Total Confirmed Sales	\$ <u>258,880</u>

Prospective Sales - Tests now being conducted

University of Minnesota - Duluth	
14,000 Tons @ \$42.00	\$ 588,000
coal, breeze, sludge & tar	
Conwed Foundry	
14,000 Tons @ \$45.00	630,000
breeze & sludge	<u>\$1,218,000</u>

Other Prospective Customers Stott Briquet would probably not be the sole supplier.

U. S. Steel - Minntac	
coal, breeze & sludge - at 1/2 plant capacity are currently using 2,000 Tons per week. Our gross from this sale would be \$40/Ton =	\$8,000,000
American Crystal Sugar	
breeze - use 35,000 Tons per year of coke	
35,000 Tons @ \$45.00	1,575,000

Other Prospective Customers (cont'd)

Winnipeg Sugar

breeze - use 12,000 Tons per year of coke
12,000 Tons @ 45.00 =

\$ 540,000

Flambeau Paper

coal - use 80,000 Tons per year of coal
80,000 Tons @ \$40.00

3,200,000
\$13,315,000

PLAN OF DISPOSITION
MILWAUKEE SOLVAY

CC 137.649

MILWAUKEE SOLVAY COKE CO.

Plan of Disposition

On February 23, 1983, the indicated individuals met at Milwaukee to discuss the plan of disposition and to review the activities to date. J. R. Lenz is to be responsible for the overall coordination of the disposition plan. Attached are a copy of the meeting agenda and a summary of the overall timing of the disposition.

Current Operations - Lenz

Due to quality problems associated with the coal for industrial blend, Milwaukee switched to producing only foundry coke in mid-February. Based upon coal supplies, foundry production should cease about March 10-12. It is expected that industrial blend production will terminate prior to the end of March. Currently, Milwaukee has 94 of the 100 ovens in operation and is pushing 45-55 ovens per day based upon a 40 hour cycle time. The production tonnages previously projected were considered realistic, with possibly some additional degradation into the smaller sizes.

The sale of coal and coke breeze is estimated to be 25M tons of each. While there is 25M tons of breeze available, only 8/10M tons are segregated from the other products. There have been considerable problems in the screening operations due to wetness.

The projected reductions in manning levels should result in the following numbers of employees at each date:

	<u>Beginning of Month</u>			
	<u>Currently</u>	<u>April</u>	<u>June</u>	<u>July</u>
Salary*	20	15	5	4
Hourly	106	10	-	-
Total	<u>126</u>	<u>25</u>	<u>5</u>	<u>4</u>

* Includes J. R. Lenz

All hourly employees will be terminated prior to the expiration of the labor contract on May 25. Afterwards, one former hourly employee will be hired on an independent contractor basis to load-out coke (included in the salary numbers). After the expiration of the contract, security will be provided by an outside service, which should result in a cost savings. The Industrial Relations Dept. has indicated that contracting security outside, after the contract date, should not present a union problem. Representatives of the Employee Benefits Dept. are scheduled to be at Milwaukee the first week in April to discuss pensions, medical benefits, etc. J. R. Lenz indicated that the Milwaukee employees have already raised a series of questions which have been relayed to Employee Benefits.

Coke Sales - Blecha

Foundry selling prices are under pressure and are expected to erode by \$2/3 per ton, resulting in a net realization of \$149/150 per ton of coke. Nut and pea sales at \$60 per ton appear realistic, since Koppers is currently selling nut at \$60 per ton. The estimate of \$100 per ton for stove and smelting coke may be \$5 per ton too high. Revenues from coke for the year had been estimated at \$4,329M, however, this now appears about \$80M too high. It is expected that the timing of the sales will be stretched-out from the original projection, which estimated the completion of sales in November of this year.

Koppers does not appear receptive to buying out all or part of the inventory on hand at the end of production. Blecha has discussed with two major customers purchasing the ending foundry inventory. In one case, the inventory would have to be stored by Milwaukee, which could be a problem if the facility was disposed of promptly.

Coal and Breeze Sales - Carlson, Power and Blecha

Several alternatives for disposing of these inventories have been explored to date:

1. Combined sale of coal and breeze to Northern States Power.
2. Sale of coal to Wisconsin utilities.
 - a. High vol only to Wisconsin Electric Power.
 - b. Low vol or both to Wisconsin Power & Light.
3. Sale of breeze to Koppers.

The combination sale to Northern States Power would not require screening and would sell at a price of between \$15/20 per ton. A meeting with Northern States Power by Carlson will be scheduled for the beginning of March. On a potential sale to the electric utility, a price in the range of \$25/30 is estimated, however, no actions can be taken until April when the actual coal quality and quantity can be determined. Sales to the utility will require screening and the associated costs of labor, equipment rental, etc. Koppers has been approached to purchase the breeze at \$15/20 per ton. In conclusion, the present alternatives will be further investigated with the objective of disposing of these inventories at the best price within the year.

Tar, Sludge and Environmental Issues - Carlson

The tar is being sold on "as is" basis, in the tank, except that it must be "pumpable", which requires heating. The sale of this tar (approximately 150,000 gallons @ \$0.10/gallon) is expected to realize \$15,000. The sale of the sludge is expected to start March 7. In addition, considerable sludge-tar is contained in the tunnel. The removal of this sludge-tar is expected to be a break-even operation, at best, due to the required back-filling.

Tar, Sludge and Environmental Issues - Cont'd.

The stability of the soil structure appears poor. In the 1800's, the land was essentially swamp. The oven structures are supported by ninety foot wooden pilings. In order to test for potential contamination, A. J. Carlson is recommending boring 4-8 holes to the depth of four to six feet. The cost of this program is estimated to be \$5,000.

Equipment Disposition - Matson, Rossi, Thomas

C. L. Matson provided a detail listing of 300 items of which about 240 are classified as saleable. Other items, which are not considered valuable, were not included in the listing. The summary schedule indicates that the saleable items have realizable value of about \$300M. For all other items, the cost of dismantle and disposal, may equal the scrap value. Various methods of disposal were explored:

1. Disposal to other coke facilities.
 - a. Empire Coke Company, which has the only similar oven arrangement, is to visit on or about March 10.
 - b. Koppers is to be contacted the week of February 28 to determine their interests.
2. Disposal to equipment dealers, machine tool dealers and electrical equipment dealers.
 - a. Purchasing has already contacted Mesabi Service.
 - b. Other local dealers are to be contacted and a bidders list developed.
 - c. W. N. Thomas will approach the suppliers of the emission control system to determine their interest in portions of the system.

In setting up the plan to dispose of the equipment, it was recognized that certain basic equipment, e.g., loaders, screens, can not be sold until all the inventories have been liquidated. Furthermore, some of the scrap at Milwaukee is owned by a local scrap dealer, who is to be advised to remove his scrap to facilitate the evaluation. This scrap dealer will be contacted to determine his interest on bidding on the removal of the equipment and demolition of the facility.

Facility Disposition

The potential for disposing of Milwaukee "as is" without clearing the land appears minimal. R. McInnes has been approached by Energy Solutions, who are proposing to burn municipal waste in the ovens. The financial position of Energy Solutions appears questionable. However, this contact will be followed-up immediately since the ovens may be of no value, once they are not heated. Likewise, J. R. Lenz was contacted by a legal firm in regard to the Milwaukee operations.

Since disposition "as is" does not seem likely, demolition options are to be pursued. Written proposals are to be solicited from the three major real estate brokers in Milwaukee, plus Ostendorf-Morris. R. M. Power has approached Wisconsin Electric, Morton Salt and Miller Brewing to determine their potential interest in the land as a coal dock or storage yard, however, none of them are extremely interested. J. J. Blecha has proposed retaining 12-18 acres in the South yard to utilize as a coke terminal, perhaps in partnership with Jack Grey Transportation. J. J. Blecha is to determine the financial viability of establishing a coke storage facility in this location. Another possibility discussed was selling or leasing a portion of the land to Wisconsin Wrecking, who operates the concrete crushing operations next door. It was concluded that while all these opportunities will be explored, the best approach would be to sell the land to the city as part of their development efforts.

Following a contact that R. M. Power had initiated with the Port Director and the Milwaukee Development Corporation, R. McInnes, R. M. Power and J. R. Lenz met at 2:30 p.m. with Bill Drew and one of his people at the Milwaukee Development Corporation office. This meeting negated any near-term interest of either the Port Authority or the City in the coke plant property. One item of information obtained, however, was that the railroads are asking substantially more than \$45M per acre for industrial land in the Milwaukee area.

A related issue is the possibility of selling Milwaukee's "emission credits", which can be sold separately or reserved for the buyer of the property. The value of such credits and the governmental notifications/approvals necessary are to be investigated by J. R. Lenz as part of his contacts with local government. Briggs and Stratton have expressed an interest in purchasing these credits.

On the specifics of demolition, Purchasing and J. R. Lenz are to contact several salvage outfits to determine expected salvage realization, etc. Purchasing has estimated that it will require ten men approximately six months to demolish Milwaukee. The cost and time required is dependent upon the extent of demolition, i.e., to ground level or leave foundations, all or some of the buildings, etc. J. R. Lenz indicated that instead of heating the office building next fall-winter, a construction trailer would be more economical. In summary, several approaches to disposal are to be explored, with the objective of disposition by the end of 1983 on a break-even or better basis.

Conclusion

The next meeting was scheduled for Wednesday, March 23 at Milwaukee to discuss the progress to date in the plan of disposition. In the interval, all activities are to be coordinated through J. R. Lenz.

Participants in the meeting were:

R. McInnes
J. T. Ansberry
C. B. Bezik
J. J. Blecha
A. J. Carlson
J. R. Lenz
C. L. Matson
R. M. Power
J. E. Rossi
W. N. Thomas

MILWAUKEE SOLVAY COKE CO.
Plan of Disposition - Tentative Timetable

<u>Time Period</u>	<u>Schedule of Activities</u>
Early March	Contact Northern States Power re: coal-coke/breeze mix. Tar/sludge removal. Contract for soil testing. Visit by Empire (March 10?) to view equipment. Visit by Koppers re: interest in equipment. Develop bidders list re: equipment and demolition. Contact real estate brokers re: land proposal. Contact local scrap dealer to remove his scrap from premises. Approach tax authorities re: real and property taxes. Contact Abex Foundry re: their demolition experience.
End of March	Coking operations terminate.
Early April	Reduction in workforce. Visit by Employee Benefits representative. Screening coal operations continues. Visits by equipment dealers, salvage companies.
Early May	Contact Wisconsin utilities with coal specifications.
Summer	Sell-off of equipment. Begin demolition (?) -- expected to require six months.
November	Clean-up of all coke, coal and breeze inventories.

Follow-Up Issues in Cleveland

1. Tax Department - Property tax reappraisal.
2. Employee Benefits - Hourly employee's question re: pension reserves.
3. Contact Ostendorf-Morris re: real estate proposal.

MILWAUKEE SOLVAY COKE CO.

Plan of Disposition -- February 23, 1983

MORNING

Introduction

- Objectives of the meeting
 - (a) Coordinate activities
 - (b) Develop an overall schedule of actions and time frame

Lenz

Status of Current Operations

- Expected date of terminating coke operations - when in March?
- Inventory of coal, coke, breeze on hand at end of operations
- Review phase-out of employment
- Estimate of continuing idle expenses

Blecha

Sales of Coke Inventory

- Plan to dispose of small size coke
- Timing of sales of coke inventory
- Projected market prices and costs of disposal

Power/
Blecha

Sales of Coal and Breeze Inventory

- Report on activities to date
- Identity of potential customers
- Timing of disposition of inventory
- Pricing strategies
- Costs to sell inventory - screening, loading, etc.

Carlson

Sales of tar - Environmental Issues

- Report on activities to date
- Sale of tar - timing, pricing and associated costs
- Local government contacts
- Other governmental issues, e.g., property taxes

MILWAUKEE SOLVAY COKE CO.
Plan of Disposition
February 23, 1983

Matson/
Rossi/
Thomas

Disposition of Equipment

- Report on activities to date
 - (a) Discussions with Empire
 - (b) Blecha's approach to Koppers (containers)
- Summary list of Equipment (HAND OUT)
 - (a) Identification of items
 - (b) Estimated market value
 - (c) Timing of removal
 - Saleable immediately
 - When operations cease
- Alternative approaches to disposition or other uses of equipment
 - (a) Mobile equipment
 - (b) Track equipment
 - (c) Stationary equipment
 - (d) Scrap items
- Emission control system and larry car --- saleability --
these are the major capital investments
- Securing assets after operations cease
- Coordination of disposal efforts

Matson/
Rossi
Others

Disposition of Facility and Land

- Alternative uses, e.g., plasmasmelt prototype
- Site advantages include river and railroad access
- Retain two office buildings and rent out (if no sales opportunities)
- Potential sales "As Is"
- Dismantle and clear land
 - (a) Contact salvage companies
 - (b) Costs and realizable amounts
 - (c) Security of assets and liability during dismantling
- Sale of land to city or other opportunities through professional brokers

Ansberry

Other Issues

- McInnes - Monitoring costs of disposition

Summary

- Summarize overall timing of disposition plans
- Appoint a coordinator of activities
- Establish next general meeting date; if needed

MILWAUKEE SOLVAY COKE CO.
Plan of Disposition
February 23, 1983

AFTERNOON

McInnes and Lenz

2:30 p.m. - Meeting with Milwaukee Development Corp. (B.Drew)

Others

Walk-around tour of MSC facility

Participants

R. McInnes
J. T. Ansberry
C. B. Bezik
J. J. Blecha
A. J. Carlson
J. R. Lenz
C. L. Matson
R. M. Power
J. E. Rossi
W. N. Thomas

INTER-OFFICE COMMUNICATION

To

Mr. J. T. Ansberry

Date February 20, 1987

From

T. J. Manthey

Subject:

WISCONSIN WRECKING

You have requested a memo re the contract between PM and Wisconsin Wrecking Co. (Marko and Tom Gerovac) pertaining to our Milwaukee Solvay Coke Company property.

As you recall, on June 27, 1983 we entered into what is referred to as a Lease/Purchase Agreement for a consideration of \$850,000 payable over a period of either 12 or 15 years at the option of the buyer, with final payment on March 1 of either 1998 or 1995. The down payment of \$150,000 was due on March 1, 1984 and annual payments are due on each anniversary thereafter. Acceleration of payments is permitted but the final \$50,000 cannot be paid before March 1, 1995. The following payments have been made:

Down Payment	3/1/84	<u>\$150,000</u>
2/ 85		\$ 70,000.00
5/ 85		25,598.22
3/ 86		25,000.00
10/30/86		50,000.00
2/20/87		<u>45,022.36</u>
		\$215,620.58

In addition to the purchase payments, Wisconsin Wrecking committed itself to dismantle the existing facilities, with certain specified exceptions, and to topdress the area with crushed concrete.

The contract was so structured because it was believed to be in the best interests of PM to retain control of the premises for at least a 12-year period. The wisdom of that decision has been demonstrated on at least one occasion since 1983. I would also add that although the purchaser is somewhat delinquent in payments as well as performance, the Gerovacs have been very cooperative and helpful. You will also note that they have recently picked up in their payments. They seem to have largely overcome a variety of difficulties and are now doing quite well. In the last 12 months, they paid a total of \$120,022.36.

We have worked closely with the Gerovacs and I believe we should continue to do so without pushing too hard on the matter of the payment schedule. They are extremely hard working, conscientious young men with whom we can work to insure that PM's interests are protected.

As to future handling of the matter, I would recommend that it can be done by either Jim Carlson or myself for at least the near term. If at a later date alternate handling becomes desirable, it can be discussed at that time. I would suggest that within the next month or so when I am passing through Milwaukee, I visit the property, take pictures, and give you a more comprehensive, up-to-date report.

TJM/sw

Wisconsin Wrecking Lease Purchase

	<u>CURRENT PRINC.</u>	<u>PAST-DUE PRINC.</u>	<u>INTEREST</u>	<u>LONG-TERM PRINC.</u>
1/1/84	150,000.00			700,000.00
3/84 pymt.	<150,000.00>			
3/1/84-2/28/85	<u>25,022.36</u>		<u>70,000.00</u>	<u><25,022.36></u>
	25,022.36	-0-	70,000.00	674,977.64
2/85 pymt.			<u><70,000.00></u>	
2/28/85 bal.	25,022.36	-0-	-0-	674,977.64
3/85 TRF	<25,022.36>	25,022.36	-	-
3/85 TRF	<u>27,524.60</u>			<u><27,524.60></u>
3/31/85 bal.	27,524.60	25,022.36	-	647,453.04
3/85-5/85 int.			16,875.00	
" past due			575.86	
5/24/85 pymt.		<u><25,022.36></u>	<u><575.86></u>	
5/31/85 bal.	27,524.60	-0-	16,875.00	647,453.04
4/85-2/86 int.			50,625.00	
3/86 int.			5,976.72	
3/86 TRF	30,277.06			<30,277.06>
3/86 TRF	<27,524.60>	27,524.60		
3/3/86 pymt.			<25,000.00>	
3/86 TRF		<u>42,497.76</u>	<u><42,497.76></u>	
3/31/86 bal.	30,277.06	70,022.36	5,978.96	617,175.98
4/86-10/86 int.			41,852.72	
10/31 pymt.		<u><2,168.32></u>	<u><47,831.68></u>	
10/31 bal.	30,277.06	67,854.04	-0-	617,175.98
1/986				

Wisc. Wrecking

	<u>CURRENT PRINC</u>	<u>PAST-DUE PRINC</u>	<u>INTEREST</u>	<u>LONG-TERM PRINC</u>
10/31	30,277.06	67,854.04		617,175.98
11/1 - 12/31			11,921.78	
12/31/86	<u>30,277.06</u>	<u>67,854.04</u>	<u>11,921.78</u>	<u>617,175.98</u>

No activity in 1987

1987 Interest - Estimated 9 months = 46.000
3
 9/30/87 663.000

INTER-OFFICE COMMUNICATION

To

Subject:

~~R. M. Jones~~
~~T. J. M. Jones~~

RB

Date

July 5, 1985

From

J. R. Long

JTA - File 11

Report on Milwaukee Coke Plant

Please excuse the handwritten memo as my secretary has the day off

Over the past year I have regularly kept in touch with Tom Manthey on progress at the coke plant and usually visited the plant about every six weeks. I have also checked on things for John Blecha on a couple of occasions.

Last week I took pictures of areas that are of interest. Short descriptions are on the back of each photo.

In general the Harbors have done a good job on the areas they have worked on so far but as you know they are not keeping up at all to the demolition schedule agreed on.

They did hit a snag when they had to take time out to transfer all the concrete from the east yard to the coal field. They had hoped to be able to crush all the concrete in the east yard before the Harbor Commission wanted the land cleared but that didn't work out.

INTER-OFFICE COMMUNICATION

To

J. T. ANSBERRY - PAGE 2

Date

7-5-85

From

J. R. LEM

Subject: MILWAUKEE COKE PLANT

They had to move a large volume of concrete to the coal field.

The south yard looks very good. The west half has been filled when necessary and all of it has been graded. The area around the Barber Greene screening station remains as it was as this is still being used to store and reserve Rappas coke for John (Pierce). The southeast quarter is being filled and graded with stone. This act shows in the enclosed photos.

The coal field also looks good. The north half has been filled and graded or is being used for stocking concrete. The south half is relatively level but low and is gradually being filled and graded. The pictures show this fairly well.

The demolition work in the main plant area has been dragging the most. The By-Products building has had all the undesirable materials removed and disposed of properly. The South House, North House, ammonia liquor tanks, and dicaster have all been razed. The sites have not been graded as yet. Two small buildings on the coke side were demolished and the site graded. I attempted to show these in the photos also. They also have done some other filling and grading that does not show in any photos.

INTER-OFFICE COMMUNICATION

Date 7-5-85

To

From

J. T. ARSBERRY - PAGE 3

J. R. Lenz

Subject: MILWAUKEE COKE PLANT

When I was there last week I tried to impress on Marco that it would be wise, now that his concrete transfer project is over, to begin a continuous program of demolition before someone in Cleveland gets excited about the slow progress.

On another subject, there is still no decision about a prison site but there has been no hint of any further interest in the coke plants.

On a personal note nothing new in our relocating to Arizona. I will continue to keep in regular touch with Tom as long as he accepts my collect calls. I will also let you know directly if anything important comes up.

Sincerely

Jerry Lenz

John Kennedy
1/8 J.

Joy - Re the "final" shipment of
coal/material from Milwaukee
to Koch Carbon (5488 tons)

This shipment of 5488 tons was the
clean-up of the 8000 ton sale made
around the end of 1983, I think. At
that time, we billed Koch Carbon
as follows:

8000 tons @ \$16 = \$128,000

Due & paid on above

Billing (25%)

(Balance

(\$60,000 is still unpaid @ 5/31)

32,000
<u>\$96,000</u>

The cleanup resulted in an additional
1728.72 tons being billed at an average
price of \$12.82 or \$22,170.80 (due to
quality problems). The entire transaction
consisted of 9728.82 tons generating
\$150,170.80 or \$15.44 per ton.

BW 6/18/85

January 29, 1985

Mr. R. E. Berger

J. T. Ansberry

MILWAUKEE - COAL

John Blecha called to advise that Koch Carbon moved about 4,500 tons of the remaining coal off the Milwaukee property last year. He said there were several complaints about the moisture and contaminants in the coal. As a result, he has had to agree that we would place the remaining 5-6,000 tons near the dock face and that the material would be screened. John said that the screening cost is going to be about \$2.25 a ton, of which we would have to share \$1.00. This would reduce our selling price from \$16 to \$15 per ton.

JTA/sw

Mr. Robert McInnes
Mr. R. E. Berger

December 21, 1984

J. T. Ansberry

MILWAUKEE SOLVAY

John Blecha called today regarding the remaining coal at Milwaukee. He advises that it is too wet in its present location for Koch Carbon to dispose of. He now has a deal with Koch under which Marco would move the material from its present location up to the dock face and let it dry out until next spring when Koch would plan to move it. Marco will charge Koch \$1.10 a ton for this move. John estimates that the tonnage involved may be around 5,000.

JTA/sw

INTER-OFFICE COMMUNICATION

Date November 28, 1984

To

R. H. Burner

From

J. E. Rossi

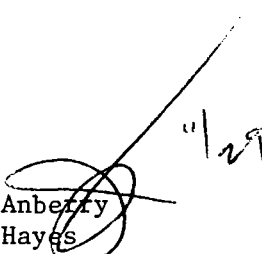
Subject: Milwaukee Solvay Coke

Attached is copy of Tonawanda Coke Corporation purchase T-2899-84 covering the sale of one used Allis-Chalmer Rod Mill with spares, in the amount of \$25,000.00 lot "as is, where is."

Please arrange to send them an invoice to cover this purchase.


J. E. ROSSI

cc: J. T. Anberry
S. B. Hayes
J. J. Blecha
G. B. Weir


11/29



BOX A-500/TONAWANDA, N.Y. 14150/(716) 876-6222

Page ____ of ____

PURCHASE ORDER

T-2899-84

SHOW ORDER NO. ON
INVOICE, PACKING SLIPS,
PACKAGES AND ALL COR-
RESPONDENCE RELAT-
ING TO THIS ORDER.

TO:

Pickands Mather Co.
1900 Spring Road
Oak Brook, Illinois 60521
Attention: Mr. John Blecha

BILL AND	<input checked="" type="checkbox"/>	TONAWANDA COKE CORPORATION BOX A - 500 TONAWANDA, NEW YORK 14150
SHIP TO	<input type="checkbox"/>	TONAWANDA COKE CORPORATION 3875 RIVER ROAD TONAWANDA, NEW YORK 14150

DATE	SHIP BY	DELIVERY	F.O.B.	TERMS
11/19/84				N/30
ITEM	QTY.	DESCRIPTION		PRICE
	1	Allis-Chalmers rod mill with spares, located at your former Milwaukee Solvay coke plant, "as is - where is". Buyer to arrange for dismantling and shipping. Will move rod mill within next four weeks.		
		Price: \$25,000.		
		Terms: Net 30		

J. S. Crane
PURCHASING AGENT President
 Tonawanda Coke Corporation

ACKNOWLEDGE RECEIPT OF ORDER AND GIVE A SHIPPING DATE

VENDOR COPY

File - Miller today

INTER-OFFICE COMMUNICATION

Date July 7, 1984

To Robert McInnes

From Jerry Lenz

Subject: Status of Coke Plant

Dear Bob

Just a short report to bring you up to date on the status of the coke plant, etc.

The south yard has been cleared of coke and breeze that belongs to us. There is about 2500-3000 tons of breeze on the dock left over from last boat which was loaded about Memorial Day.

The excavation in the south yard has been filled with solid fill i.e. concrete and crushed stone so in general the south yard is in good condition.

The remaining coal is being drained of water and stacked in locations easily accessible to the trucks that will be used to ship it out.

The north end of the coal field in the general area of where the tar storage tank was located is filled with concrete which is being stockpiled for crushing. In addition a substantial area of the coal storage field on the north end has been filled and graded level with crushed fill material. They are making good progress in this regard.

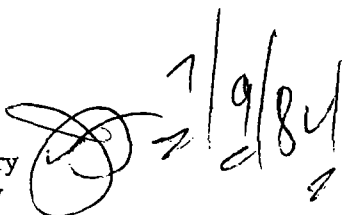
They are presently preparing the By Product buildings for dismantling by removing certain piping, tanks, equipment, etc. Everything is being done in the proper manner as prescribed by the agreement.

I have been stopping in at the plant every 2-3 weeks since mid-April and they have been making more steady progress in the past six weeks. I believe they will do a good job on the site.

Sincerely,



cc Mr. J. T. Ansberry
Mr. T. J. Manthey



P.M. & Co

Loss on sale of coke, coal & coal tax (Superior mine.)

	<u>Tons</u>	<u>Rate</u>	<u>Amount</u>
Coke	2500		
Coke - coal tax mif :			
Coke	6175		
coal tax	325		
	<u>9000</u>	31.50	\$ 283,500
Less freight - Superior to Ashland		11.53	103,750
- Milwaukee to Superior		14.25	128,250
		<u>25.78</u>	<u>232,000</u>
	5.72	5.72	51,500
Cost of material sold	<u>20.77</u>	<u>13.33</u>	<u>119,970</u>
Loss on sale	(15.00)	(7.61)	(68,470)
	$\times \frac{8100}{43}$	$\# 132$	

Cost of material sold = $\$276M \div 20.7 \text{ tons} = 13.33$

5000 tons rail @ 12.00	= 60000
4000 tons truck @ 7.00	28000
9000 tons loaded @ 1.75	15750
9000 tons	9000 tons
2500 dry coke	$103750 = 11.53$
6500	
325 5% of 6500 = coal tax	
6175 Bal	

Freight - Milwaukee to Superior $\frac{\$295M \text{ freight costs}}{20.7M \text{ tons}} = 14.25$

July 18/84

April 26, 1984

Mr. R. Kermes
Fuel Supply Department
Northern States Power Company
414 Nicollet Mall
Minneapolis, Minnesota 55401

Dear Mr. Kermes:

I am enclosing a copy of Northern States Power Company's Purchase Order No. F 3143 which I have executed on behalf of Pickands Mather & Co. This is as per the directions from Jim Carlson as a result of his discussions with you.

It is our understanding regarding this Purchase Order that, pursuant to the rail shipment requirements, it is our responsibility to deliver in the rail cars to the Soo Line yard in Ashland. It is, as we understand it, then the responsibility of NSP to see to the unloading and, thus, any demurrage charges would be to the NSP account.

We are most pleased that the test of the material at Ashland which commenced yesterday is apparently going well. We appreciate the opportunity of doing business with Northern States Power and would hope that this initial contract can develop into an ongoing relationship to the mutual benefit of each of our companies. If there are any questions or problems, please feel free to call either Jim or myself. My phone number here in the Cleveland Office is 216/694-5427 and my home phone is 216/650-1435.

Very truly yours,

PICKANDS MATHER & CO.

T. J. Manthey

TJM/sw

Att.



Northern States Power Company
414 Nicollet Mall
Minneapolis, Minnesota 55401
FUEL SUPPLY DEPARTMENT

DATE	PURCHASE ORDER NO.
4/19/84	F 3143

TO

Pickands - Mather and Company
1100 Superior Avenue
Cleveland, Ohio 44114

Attn: Jim Carlson

9,000
2,500 Coke
6,500 coal
325 Tar
6,825

9,000

86.15

coke/coal

PLACE ABOVE ORDER NUMBER
ON ALL INVOICES
AND SHIPPING PAPERS
BILL AND MAIL INVOICES IN DUPLICATE
TO THE CONSIGNEE

AT NSP General Accounting
100 North Barstow Street
Eau Claire, WI 54701

ACCOUNT OR W.O. NUMBER
6485.14.50.04.23xxxxxxxxxxxxxxxxxx

SHIP TO

Lake Superior District Power Company
Bayfront Plant
Ashland, Wisconsin

VIA Rail and Truck

Pickands-Mather to deliver approximately 9,000 tons of coke and coke-coal tar mixtures to the Bayfront plant. Approximately 2,500 tons of the total will be dry coke and the remainder will include approximately 5% (by weight) coal tar.

An initial delivery of ~~two~~^{four} truckloads (end dump, semi-tractor trailers) of coal tar-coke mixture shall be delivered to Bayfront during the week of April 23, 1984. The Bayfront plant superintendent will inspect and evaluate the material in order to confirm physical acceptability of the material.

Upon approval of the plant superintendent, Pickands-Mather will schedule regular deliveries to begin on or about May 30, 1984 to continue at a rate of approximately 1,200 tons per week. A minimum of 5,000 tons shall be delivered by rail car and the remainder shall be delivered by semi-tractor trailer trucks. All deliveries shall be free of foreign matter and subject to inspection by the plant superintendent who may reject any contaminated or off spec material at shippers expense.

All deliveries shall be sampled by plant personnel. Samples shall be analyzed by the NSP Coal Testing Lab whose results will identify quality and determine basis for payment.

Typical specifications shall include:

10% ash
9% moisture
0.65% sulfur

12% volatile matter
72% fixed carbon

12,000 BTU/lb. as received heating value

17,000
2,000
19,000,000 BTU/Ton
1.32
31.40 L/Ton

PRICE F.O.B.

\$1.30 per MBTU delivered Bayfront Plant

SELLER SIGN BOTH COPIES, RETURN COPY 2 WITH COMPLETED
NSP FORM 17-0828 TO NSP FUEL SUPPLY DEPARTMENT AT THE
ABOVE ADDRESS WITHIN 10 WORKING DAYS OF THE ABOVE DATE.

RECEIPT ACKNOWLEDGED:

SELLER Pickands - Mather and Company
BY

Northern States Power Company

BY D. H. Peterson, Manager
Fuel Supply Department

This order is placed by the purchaser with the understanding, and the seller by its acceptance hereof agrees and warrants, that no Federal, State or other law or governmental regulation has been violated in the production, preparation, and transportation of the goods to be furnished hereunder.

We reserve right to cancel order if shipment is not made as promised.



Northern States Power Company
414 Nicollet Mall
Minneapolis, Minnesota 55401
FUEL SUPPLY DEPARTMENT

ORIGINAL

DATE	PURCHASE ORDER NO.
4/19/84	F 3143

TO

Pickands - Mather and Company
1100 Superior Avenue
Cleveland, Ohio 44114

Attn: Jim Carlson

PLACE ABOVE ORDER NUMBER
ON ALL INVOICES

AND SHIPPING PAPERS

BILL AND MAIL INVOICES IN DUPLICATE

TO THE CONSIGNEE

NSP General Accounting
AT 100 North Barstow Street
Eau Claire, WI 54701

ACCOUNT OR W.O. NUMBER 6485.14.50.04.23xxxxxxxxxxxxxx
--

SHIP TO

Lake Superior District Company
Bayfront Plant
Ashland, Wisconsin

VIA Rail and Truck

(continued)

Weekly delivery schedules shall be coordinated with Roger Lind, Supervisor, Fuel Operations in NSP Fuel Supply Department, phone (612) 330-5681. Shipping notices for all rail deliveries and copies of all truck delivery tickets shall be delivered to Roger Lind at the above Fuel Supply Department address and to the Bayfront Plant Superintendent.

PRICE F.O.B.

\$1.30 per MBTU delivered Bayfront Plant

SELLER SIGN BOTH COPIES. RETURN COPY 2 WITH COMPLETED
NSP FORM 17-0828 TO NSP FUEL SUPPLY DEPARTMENT AT THE
ABOVE ADDRESS WITHIN 10 WORKING DAYS OF THE ABOVE DATE.

RECEIPT ACKNOWLEDGED:

SELLER Pickands-Mather and Company

BY

Northern States Power Company,

This order is placed by the purchaser with the understanding,
and the seller by its acceptance hereof agrees and warrants,
that no Federal, State or other law or governmental
regulation has been violated in the production, preparation,
and transportation of the goods to be furnished hereunder.

We reserve right to cancel order if shipment is not made
as promised.

BY

D. H. Peterson, Manager
Fuel Supply Department

May 1, 1984

Mr. R. McInnes

cc: Mr. S.B. Hayes
Mr. G.N. Chandler
Mr. R.E. Berger

J. T. Ansberry

Milwaukee Solvay Coke Co.

John Blecha called today to advise that he is initiating activities to dispose of the remaining material on the Milwaukee Solvay property. These include some breeze, some nut and pea coke and the balance of the coal inventory.

J. T. A.

JTA:vs

G-43A

INTER-OFFICE COMMUNICATION

Date March 26, 1984

To J. T. Ansberry - Cleveland

From J. J. Blecha - Oak Brook

Subject: COAL - COKE INVENTORY AT MILWAUKEE.

pls cc: REP
JBH

Coal - Inventory estimated at 8000 net ton. Entire coal pad inventory committed to Koch Carbon Inc at \$16.00 per net ton. Koch has advanced \$32,000 as security payment, balance on terms of net 30 days from date of shipment invoice.

Coke Breeze - Inventory estimated at 7000 net ton. Subject to an expressed purchase by Detroit Coke Corporation at \$23.00 per net ton. Consummation dependent upon weather suitable for screening.

Coke ($\frac{1}{2}$ X $1\frac{1}{2}$) - Inventory estimated at 1500 net ton. Sale does not present a problem, but separation from breeze by screening necessary.

All of the above to be accomplished as soon as working conditions permit.

JJB/ad

orig - file

3/30

Bill of Sale Between
Wisconsin Wrecking Company
and
Pickands Mather & Co.

Bill of Sale requires a payment of \$30,000.00 by Wisconsin Wrecking to Pickands Mather covering the buildings, coke ovens, coal bridge and all other tangible, personal property on Milwaukee premises.

Dismantling Agreement requires payment by Pickands Mather to Wisconsin Wrecking of \$30,000.00 for loading out of coal, coke breeze and tar.

Exchange of checks not necessary because of offsetting amounts.

G-43A

INTER-OFFICE COMMUNICATION

File - Milwaukee

Date February 9, 1984

To

T. J. Manthey

cc: J. T. Ansberry

From

G. B. Weir

Subject:

STOTT BRIQUET

*AM
2/10/84*

As you know we have shipped about 20,000 tons of coal/breeze material to a dock in Superior, Wisconsin during 1983. Our records also indicate that about 1,800 tons of this material was moved from that dock to Stott in 1983 presumably to be made into briquets. As of the end of the year Stott indicated that, in addition to the sales to Hanna Mining and Hibbing Public Utilities (which I believe did not come out of the 1,800 tons), they had blended about 267 tons of our material during November and December in shipments to various customers. This information was transmitted to me from them on a 10 page listing of ticket numbers and tons totalling 1,336 tons. A copy of the last page of that listing is attached. At December 31 we accrued our 20 percent at \$40 per ton or \$10,691.

According to a letter agreement dated October 21, 1983 (copy attached) Stott agreed to pay PM&Co. \$40 per ton within 30 days after the month in which such briquets were sold. I talked with Jim Seitz of Norwest Bank a few days ago and he indicated that no monies from any source have appeared since our check from Hibbing Public Utilities back in early January. He also mentioned that he still has not heard from us giving him direction on what to do with any such funds when and if they are received. "They will do anything we want -- for a fee". I advised him that I would send him an outline of what we would like from them.

It seems that the time is appropriate to contact Mr. Beaudin at Stott for an update on where we stand. One of the reasons I bring this up at this time is that an invoice for the movement of an additional 500 tons from the dock to Stott passed across my desk this week.

GBW/mah
enclosures

GBW

stott

BRIQUET COMPANY, INCORPORATED

October 21, 1983

Mr. A. J. Carlson
Pickands Mather Corp.

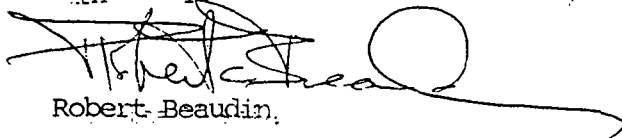
Dear Jim,

This letter is to confirm Stotts intention to use the Milwaukee Solvay Coal Fines in our Stott Premium Briquets. The Stott Premium Briquets are being made using 20% Milwaukee Solvay Coal Fines with the remaining 80% from our own inventories of petroleum coke and coal.

Beginning October 31, 1983 we will begin shipping 65-70 tons per day of this mixture to the Pope and Talbot Paper Company. Last year Stott also sold 10,000 tons of premium briquets to assorted customers. At this time we are projecting 23,500 tons of premium briquets to fill orders for existing customers, which would include 4,700 tons of your material. This amount does not include the tonage for Pope and Talbot.

As you know we are presently using your material in making our premium briquet and we agree to pay Pickands Mather \$40.00 per ton within 30 days after the close of business in the month in which the briquets were sold.

Sincerely,


Robert Beaudin

(218) 722-1101

Office: 1500 Alworth Building, Duluth, Minnesota 55802

Plant: 2628 Winter Street, Superior, Wisconsin 54880

a CXI company



BRIQUET COMPANY, INCORPORATED

<u>TICKET #</u>	<u>TONS</u>
18055	void
18056	25.0
18057	24.80
18058	24.20
18059	24.70
18060	24.30
18061	23.7
18062	24.82
18063	24.55

Stott Premium Total - 1336.34 Tons

*Milwaukee portion*20%*267.27 Tons**\$ 40.00**\$ 10,690.72*

(218) 722-1101

Office: 1500 Alworth Building, Duluth, Minnesota 55802

Plant: 2628 Winter Street, Superior, Wisconsin 54880

a CXI company

Dec. 30, 1983

City
of
Milwaukee

Building Inspection and Safety Engineering

Lee C. Jensen
Commissioner
Leonard E. Sloane
Deputy Commissioner

Date December 8, 1983

Gentlemen:

SUBJECT: Building Address 311 East Greenfield
Building Name or Owner Wisconsin Wrecking
Occupancy 26 various buildings
Historical Area _____
Contractors Name Wisconsin Wrecking Phone No. 645-4700
Contractors Address 8233 South 100th St.

You are hereby notified that we have received an application for a permit to demolish the subject building. We will hold this application for sixteen (16) working days before the permit is issued.

- ☒ Alderman Mary Anne McNulty
City Clerks Office, Room 205 City Hall
- ☒ Historic Preservation Commission
734 North 9th Street ATTN: Les Vollmert X3731
- ☐ State Historical Society (Hold for 30 working days. Use special
816 State Street referral form.)
Madison, Wis.
- ☒ Contractor. No wrecking will be permitted until the permit is issued.
The wrecking permit cannot be issued until a plumbing permit is issued
for sealing of the sanitary services.
- ☒ Newspapers, Inc. ATTN: Classified Advertising Dept.
P. O. Box 661 Elaine Harris
Milwaukee, Wis. 53201

Please run the notice shown below in The Milwaukee Sentinel for one day as soon as possible and send us one (1) affidavit of publication and bill our account.

- ☒ Daily Reporter (Give copy to reporter at
704 W. Wisconsin Ave. Permit Desk)
Milwaukee, Wis. 53223

Please run the notice shown below in The Daily Reporter for one (1) day as soon as possible and send us one (1) affidavit of publication and bill our account.

NOTICE PURSUANT TO SECTION 13-3(9) OF THE MILWAUKEE CODE OF ORDINANCES:
AN APPLICATION FOR A PERMIT FOR THE DEMOLITION OF
(ADDRESS) 311 East Greenfield Ave. HAS BEEN RECEIVED ON
(DATE) December 8, 1983 BY THE CITY OF MILWAUKEE DEPARTMENT OF
BUILDING INSPECTION AND SAFETY ENGINEERING.

Very truly yours,

George M. Kustemeyer
George M. Kustemeyer, Supervisor
Plan Examination & Safety Engineering

GMX/vk

CC: Condemnation Div.
Microfilm
Plumbing Inspector

December 2, 1983

Distribution

J. T. Ansberry

MILWAUKEE SOLVAY

John Blecha called this morning on the following:

1. Sales of coke breeze to Detroit Coke Co. - John has in hand a letter confirming Detroit Coke's commitment to purchase 18-20,000 tons of Milwaukee breeze, f.o.b. vessel at Milwaukee, for \$23 per ton. The S. S. BUCKEYE is at Milwaukee loading the first cargo to be delivered, I understand, to Detroit. The second cargo will be delivered to Tonawanda. I also understand that arrangements have been made through Blecha and our Traffic Department regarding the handling of marine insurance and survey costs. I understand that we have committed to pay some of these items and to include in our billing to Detroit such items as agreed to. I have requested that John send to me whatever correspondence, etc., he has on this subject. We will have to bill this from the Cleveland Office, presumably through Bob Kosovich. If anyone has any comments on this point, please advise.
2. John is prepared to offer additional tonnage of breeze as soon as he is satisfied that it is available at Milwaukee.
3. There is some interest from Koch Carbon in the Milwaukee coal at \$21 per ton. John is to try to finalize an agreement on that material. I told him that my understanding was that we have somewhere between 7,000 and 15,000 tons.
4. The material which has gone to Duluth which aggregates something in the order of magnitude of 20-22,000 tons and in which we have invested something over \$200,000 in freights - responsibility for accounting and control of this investment is in the Cleveland Office Controller's Department. We will need to follow up with Jim Carlson the status of that business and its appropriate recording in the accounts.

JTA/sw

Distribution:

Messrs. T. J. Manthey
R. W. Biggs
R. E. Berger
A. J. Carlson
J. J. Blecha, Chicago
D. F. Winkel

ysle

INTER-OFFICE COMMUNICATION

Date October 5, 1983

To

J. T. Ansberry

cc: R. E. Berger
W. D. Speicher

From

G. B. Weir

Subject:

MILWAUKEE COKE UPDATE

As a result of my trip to Milwaukee last week, several items have been cleared up or at least updated.

Record Retention

1. Most payroll, pension and group insurance records to be retained have been boxed and labeled.
2. Due to a lot of Gerry Conrad's time being spent on pension and group insurance areas, little time has been spent on accounting record retention.
3. It seems appropriate that Gerry give us an inventory of what has been packed and then have the appropriate department determine what should be sent to Cleveland. Perhaps a visual inspection at Milwaukee would best determine what goes and what stays.
4. When all records which are deemed retainable are determined, we then should decide whether they should be kept in Milwaukee, Cleveland or some other place. I assume most pension and group insurance records would have to be readily available here in Cleveland for answering questions and processing claims.

Consignment Sales

1. As of mid-September, the following material had been shipped to Stott Briquette Company, Inc., but had not been recorded as such:

	Tons			
	<u>Coal</u>	<u>Breeze</u>	<u>Tar</u>	<u>Total</u>
June	1,206.53	804.36		2,010.89
August			43.79	43.79
September	4,933.80	4,933.80		9,867.60
	<u>6,140.33</u>	<u>5,738.16</u>	<u>43.79</u>	

2. In the September accounts and financial statements, these amounts will be relieved from product inventory and shown in a new category--"Consignment Inventory"--and subsequently recorded as sales probably when proceeds are received from Stott. Inventory increase (decrease) will be credited on the income statement.

Shutdown Provision

1. In discussions with Jerry Lenz, and subsequent observations, the following were noted.

Continued . . .

LETTER-OFFICE COMMUNICATION

Date October 5, 1983

To

J. T. Ansberry

cc: R. E. Berger
W. D. Speicher

From

G. B. Weir

Subject: MILWAUKEE COKE UPDATE

Page Two

- a. Coal Inventory--Jerry indicated that about 15-17M tons are currently available for sale vs. the 30M tons previously estimated.
- b. Breeze inventory--while the books show 3.1M tons at August 31 and we shipped 4.9M tons in September, Jerry feels that there is 25-30M tons still on the ground. While I'm no expert on stockpile survey, visual inspection confirms that there is a lot of breeze on the ground.
- c. Coke inventory--At August 31, the books show 5.6M tons and Jerry feels that this is reasonably accurate in total, but that it is probably mostly smaller sizes.

In taking a tour of the property it appeared that most all the buildings were in some state of demolition, especially having been gutted for scrap steel and machinery, etc.

GBW/mah



→ evidenced results of salvaging activities.

GBW 10/6

INTER-OFFICE COMMUNICATION

To

FILE - MILWAUKEE SOLVAY

Date

8/10/83

From

C.L. MATSON

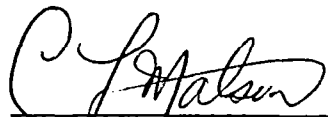
Subject: Wisconsin DNR Visit To Property.

I learned today that two men, B. Wood and B. Luziuske, from the Wisconsin DNR visited the Milwaukee Solvay property on August 5 at 2:30 P.M. They stopped at the office asking for Jerry Lenz who was on vacation, but talked to Gerald Conrad instead. They wanted to walk through the plant but did not do so as no one was available to accompany them and Conrad could not leave the office.

Conrad was told they heard Wisconsin Wrecking was doing work on the plant and wanted to check on the proper disposal if creosote and asbestos was being taken from any piping. (I am assuming the creosote is also in the pipe wrapping.) They mentioned the proper disposal method of placing pollutants in sacks and transporting to an authorized disposal area.

Gerald Conrad told the DNR men that wrecking had not yet been started and Wisconsin Wrecking was aware of the permit and notification requirements. The DNR said they would be contacting Wisconsin Wrecking Co. (They had not done so as of this date.)

In another incident, Marko Gerovac was told that the city or DNR was called by someone (maybe an ex-employee) and informed of tar and tar embedded in buildings at the Milwaukee Solvay property. Also, while at an air pollution meeting on his cement crushing and screening operation, he was reminded of the asbestos disposal procedure.


C.L. MATSON

cc: ✓ J.T. Ansberry
F.L. Hartman
R.J. Norwick
T.J. Manthey
P.D. Brick
J.E. Rossi

CLM:kh

Jill - Milwaukee

INTER-OFFICE COMMUNICATION

Date July 20, 1983

To

A. J. Carlson

cc: J. R. Lenz
P. D. Brick
J. T. Ansberry

From

T. N. Richmond

Subject: Stott Briquetting Co. - Additional Carload Weights

Supplementing my memorandum of July 8th, the following weight information has been telephoned to this office covering an additional eight (8) carloads of coke/coal fines from Milwaukee Solvay Coke Co.:

<u>CNW Car No.</u>	<u>Gross (#)</u>	<u>Tare (#)</u>	<u>Net (#)</u>	<u>Net Tons</u>
63615	232000	62700	169300	84.65
63509	223100	62500	160600	80.30
135122	247000	60100	186900	93.45
136029	240700	61600	179100	89.55
63518	232600	62700	169900	84.95
63611	248200	62000	186200	93.10
135372	236800	59200	177600	88.80
135584	245700	61100	184600	92.30

TOTAL 707.10 NT

This brings the total weight shipped during July, 1983 to 2095.78 net tons, based upon railroad weights.

P

TNR/et

C L Matson
General Manager
Purchasing and Traffic

Pickands Mather

Pickands Mather & Co.
1100 Superior Avenue
Cleveland OH 44114

*File
Milwaukee*



July 18, 1983

Mr. Charles P. Magyera
Attorney At Law
Suite 500 - 611 N. Broadway St.
Milwaukee, WI 53202

Dear Chuck:

I would like to direct your attention to a typographical error on the front page of the Milwaukee Solvay Coke Co. Bill of Sale sent to you on July 14, 1983. Under item (10) of the personal property we described the tar and tar products storage tank to be of 55,000 gallon capacity whereas it should read 500,000 gallons.

Please make this correction on your and Wisconsin Wrecking Company's copies of this Bill of Sale.

Sincerely,

C.L. MATSON

cc: J.T. Ansberry
R.J. Norwick
J.E. Rossi

CLM:kh

WISCONSIN WRECKING COMPANY
MILWAUKEE SOLVAY

INTER-OFFICE COMMUNICATION

Date 3/7/84

To

J.T. ANSBERRY

From

C.L. MATSON

Subject: Miller Compressing Co./Wisconsin Wrecking Co. Financing Agreement.

I have learned from Marko Gerovac that Miller Compressing Co. rescinded their financial agreement with Wisconsin Wrecking Co. at the last hour prior to signing. Miller Compressing had agreed to loan Wisconsin Wrecking an amount sufficient to permit them to make their initial 150,000 payment to P.M. & Co. plus cash to erect a new crusher for their concrete processing operation. P.M. & Co. and Rexnord provided Miller Compressing with letters consenting to pledge dismantling agreements/contracts in favor of Miller. Miller was to retain 50 percent of the profits resulting from sale of scrap from both the Milwaukee Solvay and Rexnord wrecking jobs until interest & principle of the loan was repaid.

Wisconsin Wrecking paid P.M. & Co. the initial payment on schedule (March 1, 1984) from monies they had realized to date on the Milwaukee Solvay property plus company cash reserves. They are now in a cash flow bind to have their new crusher erected and operating in time for the road stone season.


Robert Miller, Chairman & President of Miller Compressing, indicated to Marko that he was not comfortable with the loan collateral (scrap). Up to the point of turn-down Marko had dealt only with lower management people and Miller lawyers. Miller Compressing had made similar loans to other wrecking concerns in the past.

Marko is concerned as to the reason for the turn-down and is asking himself where is Miller coming from and what can he do to me? I analyze the situation as follows:

1. Wisconsin Wrecking Co. is still financially able to carry on normal operations but needs some capital for improvements.
2. Wisconsin has several potential business deals that could place them in a sound financial basis.
3. The property and especially the dock are valuable assets that will become profitable in the long term.
4. The scrap will gradually be turned into cash.
5. Marko Gerovac called because of a need to talk with someone about it and is not asking for help. Robert Miller is active in local politics and Marko suspects some ulterior motives.
6. On the other hand, Miller may be short on cash or can realize a better return on his money elsewhere.

We should immediately request Miller Compressing Co. to void and/or return our (P.M. & Co.) letter consenting to pledge our dismantling agreement to Miller. It also may be advisable to make some discreet inquiries on Miller Compressing and Robert Miller in an attempt to shed more light on the situation.

cc: F.L. Hartman
E.W. Smith
T.J. Manthey


C.L. MATSON

Wisconsin Wrecking Co.

Plant Dismantling - Used Structural Steel and Building Material

XXXXXXXXXXXXXXXXXXXX • Franklin, Wisconsin 53132 • Phone 425-4450
8144 W. St. Martins Road
8233 South 100th Street

RECEIVED

JAN 23 1984

PURCHASING

PICKANDS MATHER & COMPANY
C/O Charles Matson
1100 Superior Avenue, N.E.
Cleveland, OH 44114

Re: DEMOLITION OF BUILDINGS LOCATED AT 311 EAST GREENFIELD,
MILWAUKEE, WISCONSIN

Dear Mr. Matson:

In accordance with our Agreement, signed July 1st, 1983, and with full understanding of same, we hereby propose the following schedule of Demolition, and hope that it will meet your needs and be economically feasible for everyone concerned:

DEMOLITION PROPOSAL

Buildings, and/or related structures, including pipe and tanks, to be demolished by March 1st, 1984:

WATER PURIFICATION BUILDING
NORTH CG BUILDING
BP BUILDING-PARTIAL
SOUTH CG BUILDING
TAR TANK

These buildings encompass an area of approximately 100'x 800'. The buildings will be demolished, removed and backfilled. The Stone Covering of the said areas will begin in the Spring of 1984. Also beginning in this time frame, will be the process of dismantling Blocks # 3 & 4 of the Ovens. Depending on the possibility of selling the fire bricks, the process should be completed in the course of the Summer of 1984.

The remaining structures will be demolished and/or dismantled during the remainder of the Calendar Year of 1984, which include the Coal/Coke Handling Buildings (Conveyor related structures). When the other areas are cleared, they will also be covered with stone as per our agreement.

The buildings to remain at this time will be the following:

MAIN OFFICE
ENGINEERING BUILDING
MACHINE SHOP
BOILER HOUSE
BP BUILDING-FOUNDATION AND SECOND FLOOR

Page Two

January 19, 1984 -PM&Co.

We have secured all of the wrecking permits as per our agreement, and they are valid for the course of the Demolition Process.

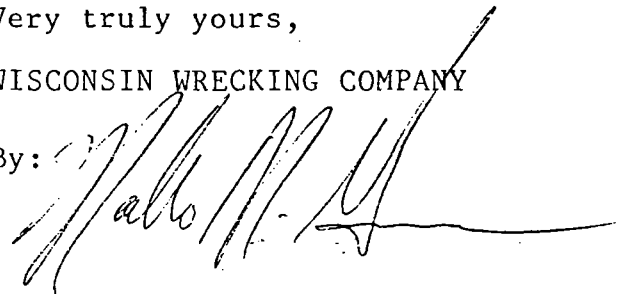
We hope this schedule will be in accord with everyone concerned, and if there is any problem please feel free to contact me at any time.

Thanking you in advance, and hoping we can be mutually beneficial, we remain

Very truly yours,

WISCONSIN WRECKING COMPANY

By:

A handwritten signature in dark ink, appearing to read 'Marko M. Gerovac', written over a horizontal line.

Marko M. Gerovac, Partner

MMG:pg

2ccs: Charles Maygera
Jerry Lenz

INTER-OFFICE COMMUNICATION

Date October 31, 1983

To File

From R. J. Norwick

Subject: Milwaukee Solvay Coke Co.
Sale to Wisconsin Wrecking Company

One of the conditions of the sale of the Milwaukee Solvay Coke Plant property to Wisconsin Wrecking was the providing to Wisconsin Wrecking of a Policy of Title Insurance. We have received from the title company a commitment for the Title Insurance but we have not made any payment yet. At the time the title company submitted their invoice for the work performed and prior to the issuance of the Policy of Title Insurance, they requested that an Affidavit as to construction liens and as to possession be executed. I had prepared this form and was ready to submit it for execution in this office when I was notified of the change. The form provides for only one contractor had performed services at the plant and that was Dust Coating, Incorporated. I subsequently was advised that Anderson-Stepwell Corporation also provided some consulting service prior to the removal of the tar sludge. It is necessary that on the reverse side of the two copies of the affidavit form that Anderson-Stepwell be named the Contractor and the type of work or material furnished should be consulting service. These two entries should be made on the reverse side of the waiver form. On the front side the paragraph 4 should have added to it after "removal of tar sludge" and consulting services. The dollar amount of \$47,894.60 should be increased by \$5,000 to \$52,894.60. The date for the notarization on the bottom of the form should be changed to the date that the form is notarized.

In addition to the submission of the Affidavit, I am awaiting a release of lien form that was sent to Dust Coating, Inc. on October 21, 1983. When this release form is received from Dust Coating the following should be done:

1. Redo the pink slip attached to the Affidavit Re: Leins and have both copies executed. The pink slip as presently prepared refers to only one contractor, whereas the reference should be two contractors.
2. Complete the check request which is directed to Ray Burner and secure the check payable to Chicago Title Insurance Company in the amount of \$2,420.00.
3. Transmit to the title company the following:
 - a) check for \$2,420.00
 - b) original of the Affidavit Re: Leins
 - c) one copy of the Anderson-Stepwell Release
 - d) one copy of the Dust Coating Release
 - e) an executed copy of the Memorandum of Lease/Purchase Agreement, which the title company should have recorded. This copy of the Memorandum of Lease should then be returned to this office.

When the title company has received and approved the enclosures, the Policy of Title Insurance should be issued in duplicate. We should receive both copies here, be satisfied with the Policy and give one copy to Charlie Matson in Purchasing for transmittal to the Wisconsin Wrecking attorney. The other copy should be retained in our document files.

INTER-OFFICE COMMUNICATION

Date October 31, 1983

To

File

From

R. J. Norwick

Subject: PAGE 2

Wisconsin Wrecking has the obligation to make periodic payments for the purchase of the lands pursuant to the Lease/Purchase Agreement. Be sure that this is calendared by Marcia and that the accounting department is aware of the obligations of Wisconsin Wrecking so that they may be expecting the payments.

RJN:kk

INTER-OFFICE COMMUNICATION

To

FILE - MILWAUKEE SOLVAY

Date 6/30/83

From

C.L. MATSON

Subject: Close-Out Meeting With Wisconsin Wrecking.

On Wednesday, June 29 we had a luncheon meeting with members of the Gerovac family and their attorney. At the luncheon we formally presented Wisconsin Wrecking Company with two copies of the fully executed Lease/Purchase and Dismantling Agreements. We also handed them copies of our proposed Bill of Sale and Memorandum of Lease/Purchase for their review and comments. We also presented everyone with a pen having a PM logo as a token commemorating the transaction. The following items were discussed, some requiring answers on our part.

1. Demolition Permit.
Wisconsin indicated a desire to delay obtaining a permit until they remove more tanks containing tar from buildings and place the contents in the 500,000 gal. tank. We cautioned them that nothing was to be removed from the property until proper permits have been obtained.
2. Leases or Easements.
Wisconsin appeared to have some concern regarding railroad leases or easements. We told C. Magyera that we would communicate to him the nature and status of such existing agreements. Wisconsin seemed to be under the impression that a narrow parcel of land on the West side of our property between the concrete wall and our property line was leased from the railroad.
3. Title Insurance.
C. Magyera will be meeting with a title company today regarding title insurance. He was a bit concerned whether the Lease/Purchase format would be acceptable by the title company. We agreed the services would be billed to P.M.-Cleveland, attention R.J. Norwick.
4. Property Survey.
An accurate, up-to-date metes and bounds description of the property involved in this transaction will be required. We have a good, clear description of the property prior to the exchange of the Northeast parcel with the C & O Railroad for the South Yard. A good description of the Southyard parcel is also on hand. If a good description of the Northeast parcel is found, it may be possible that a useable survey describing the exact property in the transaction is available. If not, the original survey company, National Survey Service, is still in business under the name of National Survey and Engineering (414-781-1000).
5. C. Magyera stated for record purposes there should be an exchange of checks.
6. M. Gerovac and C. Magyera will be meeting with the City of Milwaukee on Friday, July 1 to discuss Wisconsin Wrecking's use of the property.
7. We received a Certificate of Insurance from Wisconsin Wrecking.
8. J.R. Lenz will have the Milwaukee Solvay records searched for all Bills of Sale or Titles for equipment and hand them over to Wisconsin Wrecking.

cc: J.T. Ansberry
✓ T.J. Manthey
F.L. Hartman
R.J. Norwick
J.R. Lenz
J.E. Rossi


C.L. MATSON

CLM:kh

50 in '94 in taxes

[Signature]

5/23/83

MILWAUKEE SOLVAY COKE COMPANY DIVISION

Lease - Purchase

The Lease Agreement proposed with Wisconsin Wrecking would contain the following terms:

1. Payment by Wisconsin of \$150,000.00 ^{or more} at the time of execution;
2. Lease contingent upon execution of dismantling agreement;
3. Wisconsin to pay all ad valorem taxes. Prorated for years of inception and termination of lease;
4. In the event of default by or bankruptcy of Wisconsin, the lease can be terminated;
5. PM to have the right to enter the premises and remedy any complaints against the property resulting from Milwaukee's operation;
6. Use of the property by Wisconsin would be limited to concrete crushing, salvaging and incinerating;
7. Wisconsin to give full indemnity and carry insurance;
8. Coal, coke and coke breeze and other materials located on the premises to be removed by PM within two (2) years, PM to have the right of ingress and egress; *unless otherwise agreed upon*
9. Wisconsin to have the right to terminate the lease any time after dismantling of the buildings is completed;
10. PM to agree not to transfer or encumber the property;
11. Wisconsin to have the right to make improvements to the premises which shall remain personalty and can be removed in event of termination;
12. Wisconsin to maintain premises in orderly condition and comply with all laws;
13. Wisconsin not to assign or transfer the lease or sublet the premises except with written consent of PM;
14. Manners of giving notice;
15. Upon payment of all annual rentals PM to convey premises by warranty deed and underwater rights by Quitclaim Deed;

*about 1/2 of
the 194
\$150,000.00
to them*

16. PM has no obligation to repair or replace any pilings, dock face or other river-side structures on the premises;
17. Taxes on transfer of land to be paid by Wisconsin.
18. If default by PM in the terms of the Lease Agreement, PM to convey one (1) acre of the premises for each full \$20,000 paid as principal, as computed in the lease payment schedule. The selection of acreage to be made by Wisconsin and to start on the West side of the premises and be determined in an orderly fashion, preserving an access to PM for any property not conveyed.

19. *Collection credits*
20. *Right of first refusal*

MILWAUKEE SOLVAY COKE COMPANY DIVISION

Transfer of Title

at end of lease period

1. Escrow Agent appointed.
2. Warranty Deed and Quitclaim Deed furnished by PM, subject to existing easements.
3. Wisconsin to present bank check for agreed consideration.
4. PM to assign licenses with respect to the property
 - a. Fence on the concrete wall.
 - b. Power line to Wisconsin Electric Power.
5. Ad valorem tax proration, if applicable.
6. PM to have the right to enter the premises and remedy any complaints against the property resulting from Milwaukee's operation.
7. Taxes on transfers of title to be paid by Wisconsin.

RECEIVED

MAY 13 1983

PURCHASING

Wisconsin Wrecking Co.
8233 South 100th
Franklin, WI 53132
May 12, 1983

FEDERAL EXPRESS

Pickands Mather & Co.
1100 Superior Avenue
Cleveland, OH 44114

Attention: Mr. C. L. Matson

Gentlemen:

Wisconsin Wrecking Co. ("WWCo") has on this date submitted to you a "Form of Proposal for Purchase and Disposal of Equipment and Facilities at Milwaukee Solvay Coke Co. Division of Pickands Mather & Co., 311 East Greenfield Avenue, Milwaukee, Wisconsin" (hereinafter referred to as "Proposal").

Item 6 of the Proposal inquires as to the possible interest in acquiring the former coke plant premises containing approximately 48 acres from Pickands Mather & Co. ("Owner"). WWCo has answered that inquiry in the affirmative and the purpose of this letter is to detail WWCo's proposal in connection therewith.

WWCo desires to purchase a portion of the 48 acre parcel, in particular WWCo desires to purchase 27.528 acres which is described as Lots 2, 3, 4 and 5 on Milwaukee Solvay Coke Co. Drawing No. 2423-E dated November 18, 1957 ("Property").

The terms and conditions for the purchase of the Property are as follows:

1. The purchase price for the Property is Five Hundred Thousand Dollars (\$500,000.00).
2. Closing of the transaction would occur on March 1, 1984. At Closing Owner would convey the Property to WWCo by warranty deed free and clear of all liens and encumbrances excepting municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and general taxes levied in the year of closing provided none of the foregoing would prohibit use of the Property by WWCo as a concrete crushing operation and demolition salvage facility.
3. On or before December 31, 1983, WWCo would perform the disposal of equipment and facilities on the entire 48 acre parcel pursuant to its Proposal of even date herewith at no cost to Owner provided the structures designated in Items 2 and 3 of the Proposal are eliminated from the Proposal.

Pickands Mather & Co.
Page Two
May 12, 1983

In the event the transaction contemplated hereby does not take place for any reason other than a breach of the Offer to Purchase the part of WWCo, the Owner would pay to WWCo the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for the aforesaid disposal of equipment and facilities. In the event the transaction contemplated hereby does not take place by reason of a breach of the Offer to Purchase on the part of WWCo the payment for such work shall be reduced to One Hundred Thousand Dollars (\$100,000.00). Accordingly this represents an earnest money deposit on the part of WWCo of Fifty Thousand Dollars (\$50,000.00). In any event payment would be made by Owner to WWCo no later than March 2, 1984.

4. Payment of the \$500,000.00 purchase price will be made in full at closing provided that WWCo is able to obtain at least thirty (30) days prior to closing a bank loan commitment in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for a term of not less than fifteen (15) years at a rate of interest not to exceed twelve percent (12%) per annum.

In the event WWCo is unable to obtain the aforesaid bank loan, the following payment provisions will apply. At closing, WWCo would pay to Owner the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), less proration for real estate taxes, etc. The balance of the purchase price (\$350,000.00) would be paid in seven (7) equal annual principal installments commencing on the first anniversary of closing together with interest at the rate of ten percent (10%) per annum interest to be paid with each principal payment. This obligation would be evidenced by a Promissory Note of WWCo and secured by a first mortgage on the Property. WWCo would be allowed to prepay this obligation, in whole or in part, at any time without premium or penalty.

The first mortgage would provide that for each Fifteen Thousand Dollars (\$15,000.00) of principal paid to the Owner, WWCo would have the right to select one (1) acre of the Property to be released from the lien of the mortgage.

5. WWCo's obligation to purchase the Property would be conditional upon the following:

- (a) At closing the Property shall be in full compliance with all health and environmental standards of federal, state and local governmental agencies.
- (b) Zoning for the Property shall permit its use by WWCo as a concrete crushing operation and demolition salvage facility.

Pickands Mather & Co.
Page Three
May 12, 1983

(c) The dock wall located on the Property shall be free from structural or mechanical defect of material significance and there shall be no governmental agency or court order requiring repair, alteration or correction of any existing condition in the dock wall.

(d) Owner shall furnish and deliver to WWCo at least fifteen (15) days prior to closing, an owner's policy of title insurance in the amount of full purchase price naming WWCo as the insured written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee Owner's title to be in the condition called for herein. A commitment by such a title company, agreeing to issue such a title policy upon the recording of proper documents, would be deemed sufficient performance.

6. Prior to closing WWCo would be allowed use of the Property for purposes of conducting its concrete crushing operations and demolition salvage business while at the same time it shall perform its obligations under the Proposal for the disposal of equipment and facilities.

7. All coal and tar on the Property which is owned by the Owner shall be removed from the Property no later than two (2) years following the closing.

8. WWCo is willing to negotiate a lease for a portion of the Property for a charcoal briquet operation by Owner.

9. At closing, the Owner shall transfer and convey to WWCo all EPA, Department of Natural Resources or other similar governmental permits relating to pollution.

10. At closing, Owner shall assign to WWCo its lessee's interest under the long-term lease with Chicago, Milwaukee & St. Paul Railway.

This letter sets forth our intent with regard to the purchase of the Property. We sincerely hope that you will give this matter your most careful consideration and if the

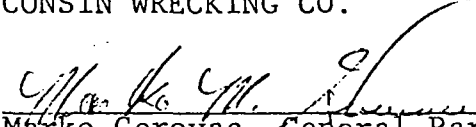
Pickands Mather & Co.
Page Four
May 12, 1983

terms outlined above are acceptable, we would desire to proceed with the preparation of a definitive and binding agreement covering the purchase of the Property as soon as possible.

Very truly yours,

WISCONSIN WRECKING CO.

By:


Marko Gerovac, General Partner

RJN:jlp
4/6/83

RECEIVED

MAY 13 1983

PURCHASING

FORM OF PROPOSAL
FOR PURCHASE
AND DISPOSAL
OF EQUIPMENT AND FACILITIES
AT
MILWAUKEE SOLVAY COKE CO.
DIVISION OF PICKANDS MATHER & CO.
311 EAST GREENFIELD AVENUE
MILWAUKEE, WISCONSIN

Bidder's Name WISCONSIN WRECKING CO., a Wisconsin general partnership,
Marko Gerovac and Thomas Gerovac, General Partners

Address 8233 South 100th, Franklin, Wisconsin 53132

Date May 12, 1983

Pickands Mather & Co.
1100 Superior Avenue
Cleveland, Ohio 44114

Attention: C. L. Matson

Gentlemen:

The undersigned bidder has carefully examined the Information to Bidders and has visited the premises of the Milwaukee Solvay Coke Co. Division of Pickands Mather & Co. at 311 East Greenfield Avenue, Milwaukee, Wisconsin, and will purchase all of the personal property and will provide all necessary labor, superintendence, equipment, tools, supplies, transportation and do all the work with respect to the demolition of the facilities and the clearing and leveling of the premises for the lump sum prices stated.

1. Purchase all items of personal property and demolish all buildings and structures, retaining any salvageable materials therefrom, using so much of the demolished materials for fill as directed by the Owner, and the

disposal of the balance of the materials and leveling of the premises for Three Hundred Twenty Thousand dollars (\$320,000.00).

2. Eliminate from the demolition program, any or all of the following structures, to be determined at Owner's option, for a credit to Owner's account, the sums indicated.

a. Main office for Five Thousand dollars (\$5,000.00).

b. Office and chemical lab for Five Thousand Five Hundred dollars (\$5,500.00).

c. Storeroom & Machine Shop for Nine Thousand Five Hundred dollars (\$9,500.00).

3. Elimination of all above-ground foundations from the requirement to level the premises for a credit to Owner's account of One Hundred Fifty Thousand dollars (\$150,000.00).

4. Deletion of the requirement to remove all of the railroad trackage and deletion from the bill of sale the purchase of all the railroad trackage for a charge to Owner's account of Twenty Thousand dollars (\$20,000.00).

5. Furnish a Performance and Labor and Material Payment Bond in the Penal amount of \$ 500,000.00 for Thirty dollars (\$30.00) per \$1,000 of the face amount of the bond.

6. Possible interest in acquiring the former coke plant premises containing approximately 48 acres. Yes ☒ No ☐

The undersigned further agrees that it will commence the clean-up and demolition of the premises within 15 days following the acceptance of its offer to purchase the personal property and perform the demolition of the structures on the Owner's premises.

Signature WISCONSIN WRECKING CO.
(Individual, partnership or corporation bidder, as the case may be)

By Marko N. Gerovac
(Where Bidder is a corporation add:) PRESIDENT
(Seal) Attest: Marko Gerovac, General Partner

Vice President

RJN:jlp
4/6/83

RECEIVED

MAY 13 1983

PURCHASING

FORM OF PROPOSAL
FOR PURCHASE
AND DISPOSAL
OF EQUIPMENT AND FACILITIES
AT
MILWAUKEE SOLVAY COKE CO.
DIVISION OF PICKANDS MATHER & CO.
311 EAST GREENFIELD AVENUE
MILWAUKEE, WISCONSIN

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Marko Gerovac and Thomas Gerovac, General Partners

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1100 Superior Avenue
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1. Purchase all items of personal property and demolish all buildings and structures, retaining any salvageable materials therefrom, using so much of the demolished materials for fill as directed by the Owner, and the

disposal of the balance of the materials and leveling of the premises for Three Hundred Twenty Thousand dollars (\$ 320,000.00).

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 - c. Storeroom & Machine Shop for Nine Thousand Five Hundred dollars (\$ 9,500.00).
3. Elimination of all above-ground foundations from the requirement to level the premises for a credit to Owner's account of One Hundred Fifty Thousand dollars (\$150,000.00).
4. Deletion of the requirement to remove all of the railroad trackage and deletion from the bill of sale the purchase of all the railroad trackage for a charge to Owner's account of Twenty Thousand dollars (\$20,000.00).
5. Furnish a Performance and Labor and Material Payment Bond in the Penal amount of \$ 500,000.00 for Thirty dollars (\$30.00) per \$1,000 of the face amount of the bond.

RECEIVED

MAY 13 1983

PURCHASING

Wisconsin Wrecking Co.
8233 South 100th
Franklin, WI 53132
May 12, 1983

FEDERAL EXPRESS

Pickands Mather & Co.
1100 Superior Avenue
Cleveland, OH 44114

Attention: Mr. C. L. Matson

Gentlemen:

Wisconsin Wrecking Co. ("WWCo") has on this date submitted to you a "Form of Proposal for Purchase and Disposal of Equipment and Facilities at Milwaukee Solvay Coke Co. Division of Pickands Mather & Co., 311 East Greenfield Avenue, Milwaukee, Wisconsin" (hereinafter referred to as "Proposal").

Item 6 of the Proposal inquires as to the possible interest in acquiring the former coke plant premises containing approximately 48 acres from Pickands Mather & Co. ("Owner"). WWCo has answered that inquiry in the affirmative and the purpose of this letter is to detail WWCo's proposal in connection therewith.

WWCo desires to purchase a portion of the 48 acre parcel, in particular WWCo desires to purchase 27.528 acres which is described as Lots 2, 3, 4 and 5 on Milwaukee Solvay Coke Co. Drawing No. 2423-E dated November 18, 1957 ("Property").

The terms and conditions for the purchase of the Property are as follows:

1. The purchase price for the Property is Five Hundred Thousand Dollars (\$500,000.00).
2. Closing of the transaction would occur on March 1, 1984. At Closing Owner would convey the Property to WWCo by warranty deed free and clear of all liens and encumbrances excepting municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions and covenants and general taxes levied in the year of closing provided none of the foregoing would prohibit use of the Property by WWCo as a concrete crushing operation and demolition salvage facility.
3. On or before December 31, 1983, WWCo would perform the disposal of equipment and facilities on the entire 48 acre parcel pursuant to its Proposal of even date herewith at no cost to Owner provided the structures designated in Items 2 and 3 of the Proposal are eliminated from the Proposal.

Pickands Mather & Co.
Page Two
May 12, 1983

In the event the transaction contemplated hereby does not take place for any reason other than a breach of the Offer to Purchase the part of WWCo, the Owner would pay to WWCo the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for the aforesaid disposal of equipment and facilities. In the event the transaction contemplated hereby does not take place by reason of a breach of the Offer to Purchase on the part of WWCo the payment for such work shall be reduced to One Hundred Thousand Dollars (\$100,000.00). Accordingly this represents an earnest money deposit on the part of WWCo of Fifty Thousand Dollars (\$50,000.00). In any event payment would be made by Owner to WWCo no later than March 2, 1984.

4. Payment of the \$500,000.00 purchase price will be made in full at closing provided that WWCo is able to obtain at least thirty (30) days prior to closing a bank loan commitment in the principal sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) for a term of not less than fifteen (15) years at a rate of interest not to exceed twelve percent (12%) per annum.

In the event WWCo is unable to obtain the aforesaid bank loan, the following payment provisions will apply. At closing, WWCo would pay to Owner the sum of One Hundred Fifty Thousand Dollars (\$150,000.00), less proration for real estate taxes, etc. The balance of the purchase price (\$350,000.00) would be paid in seven (7) equal annual principal installments commencing on the first anniversary of closing together with interest at the rate of ten percent (10%) per annum interest to be paid with each principal payment. This obligation would be evidenced by a Promissory Note of WWCo and secured by a first mortgage on the Property. WWCo would be allowed to prepay this obligation, in whole or in part, at any time without premium or penalty.

The first mortgage would provide that for each Fifteen Thousand Dollars (\$15,000.00) of principal paid to the Owner, WWCo would have the right to select one (1) acre of the Property to be released from the lien of the mortgage.

5. WWCo's obligation to purchase the Property would be conditional upon the following:

- (a) At closing the Property shall be in full compliance with all health and environmental standards of federal, state and local governmental agencies.
- (b) Zoning for the Property shall permit its use by WWCo as a concrete crushing operation and demolition salvage facility.

Pickands Mather & Co.
Page Three
May 12, 1983

(c) The dock wall located on the Property shall be free from structural or mechanical defect of material significance and there shall be no governmental agency or court order requiring repair, alteration or correction of any existing condition in the dock wall.

(d) Owner shall furnish and deliver to WWCo at least fifteen (15) days prior to closing, an owner's policy of title insurance in the amount of full purchase price naming WWCo as the insured written by a responsible title insurance company licensed by the State of Wisconsin, which policy shall guarantee Owner's title to be in the condition called for herein. A commitment by such a title company, agreeing to issue such a title policy upon the recording of proper documents, would be deemed sufficient performance.

6. Prior to closing WWCo would be allowed use of the Property for purposes of conducting its concrete crushing operations and demolition salvage business while at the same time it shall perform its obligations under the Proposal for the disposal of equipment and facilities.

7. All coal and tar on the Property which is owned by the Owner shall be removed from the Property no later than two (2) years following the closing.

8. WWCo is willing to negotiate a lease for a portion of the Property for a charcoal briquet operation by Owner.

9. At closing, the Owner shall transfer and convey to WWCo all EPA, Department of Natural Resources or other similar governmental permits relating to pollution.

10. At closing, Owner shall assign to WWCo its lessee's interest under the long-term lease with Chicago, Milwaukee & St. Paul Railway.

This letter sets forth our intent with regard to the purchase of the Property. We sincerely hope that you will give this matter your most careful consideration and if the

Pickands Mather & Co.
Page Four
May 12, 1983

terms outlined above are acceptable, we would desire to proceed with the preparation of a definitive and binding agreement covering the purchase of the Property as soon as possible.

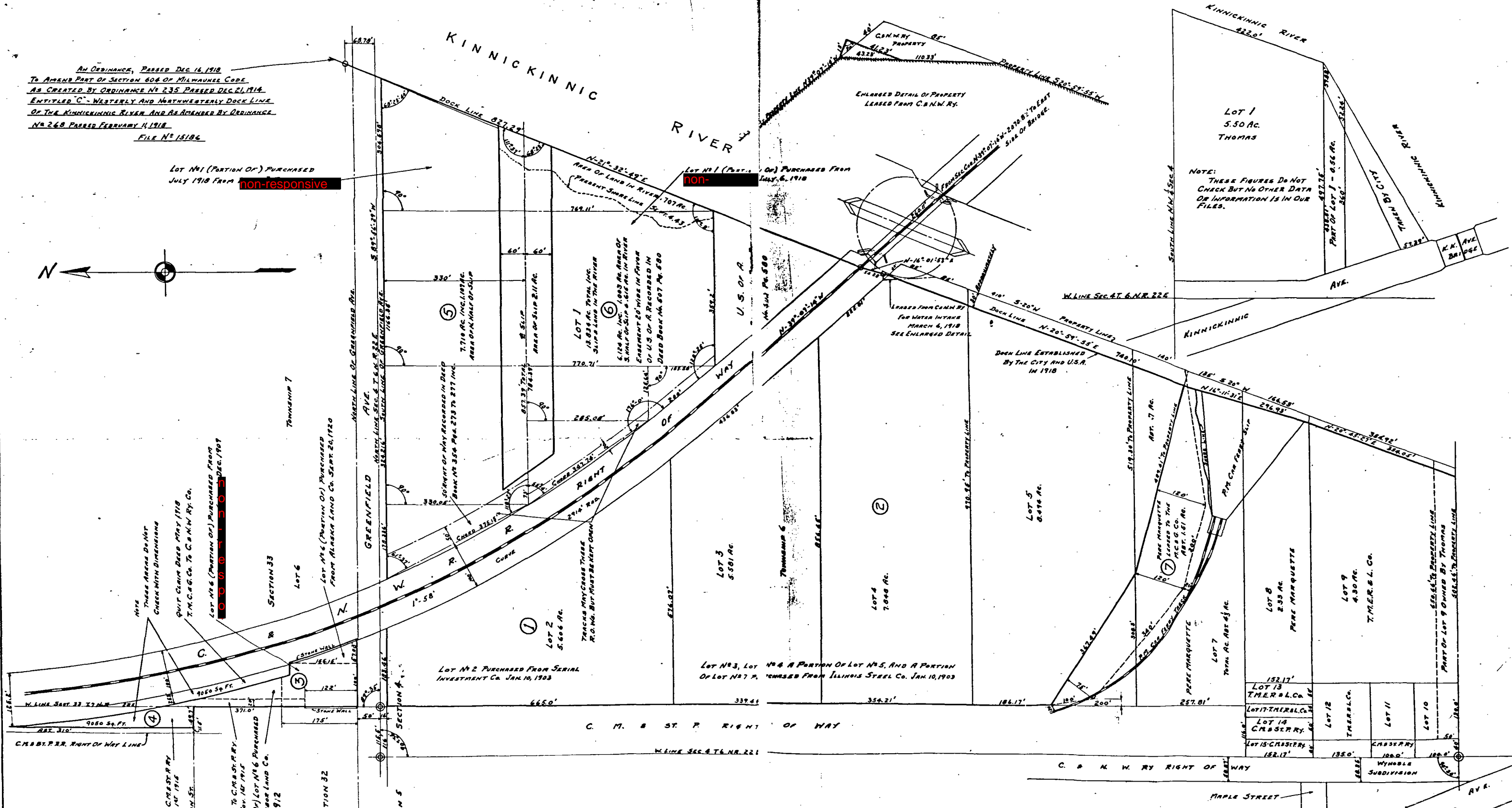
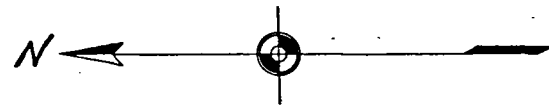
Very truly yours,

WISCONSIN WRECKING CO.

By: 
Marko Gerovac, General Partner

AN ORDINANCE, PASSED DEC. 16, 1918
TO AMEND PART OF SECTION 604 OF MILWAUKEE CODE
AS CREATED BY ORDINANCE NO. 235 PASSED DEC. 21, 1914
ENTITLED "C" - WESTERLY AND NORTHWESTERLY DOCK LINE
OF THE KINNICKINNIC RIVER AND AS AMENDED BY ORDINANCE
NO. 248 PASSED FEBRUARY 14, 1918
FILE NO. 15186

LOT NO. 1 (PORTION OF) PURCHASED
JULY 1918 FROM **non-responsive**



DESCRIPTION LOCATION OF BEACH MARKER BASE LINES	17384
LOCATION OF PROPERTY FROM	7306
U.S. DOCK SURVEY	3
GENERAL PLANT MAP	20
SURVEY OF EAST PROPERTY	2402
LAYOUT OF MOORING PILES - EAST SHIP	2401

THE MILWAUKEE COKE AND GAS CO.

DATE: FEB. 13, 1926
MILWAUKEE, WIS.
SCALE: 1" = 100'-0"

MAP OF PROPERTY OF M.S.C. CO.

DR. BY BENASH

2122

CLV00210857

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3

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MILWAUKEE SOLVAY COKE CO INC

DOC

I

I

A
6
5

MILWAUKEE SOLVAY COKE CO.
A DIVISION OF PICKANDS MATHER & CO.

Supersedes
I-B-4

I-B-7

Agreement between Milwaukee Solvay Coke Company, Inc. and Koppers Company, Inc., covering the purchase of tar by the latter.

Term: to May 31, 1967 and five year periods thereafter.

June 1, 1962

- (b) Letter Agreement amending paragraphs 2 and 3 of Article VIII of above for 1964.

Dec. 18, 1963

- (c) Agreement between Koppers Company, Inc., Milwaukee, and Manganese Chemicals wherein Koppers consents to the merger of Milwaukee into Manganese Chemicals and to the assumption by Manganese Chemicals of all the rights and obligations of Milwaukee under (a) above.

Jan. 31, 1964

- (d) Assignment of above agreement by Manganese Chemicals Corporation to Pickands Mather & Co. and consent by Koppers Company, Inc.

Apr. 30, 1966

- (e) Amendment to (a) above covering the term of the agreement and the price of tar.

Term: to Dec. 31, 1971 and additional five year periods thereafter.

Nov. 25, 1966

- (f) Letter Agreement maintaining for 1968 the 1967 tar price of 8.25¢ per gallon f.o.b. ovens regardless of destination.

Sept. 19, 1967

- (g) Letter Agreement maintaining for 1969 the 1968 price of 8.25¢ per gallon f.o.b. ovens, for Crude Coke Oven Tar.

Sept. 30, 1968

- (h) Letter amending tar prices to \$8.75 per gallon for year 1971.

Aug. 31, 1970

- (i) Amendment to Article II of (a) above re "Period of Agreement".

Dec. 23, 1970

Term: to Dec. 31, 1976

- (j) Letter amending tar price to \$9.25 per dry gallon for year 1973.

Oct. 12, 1972

DOCUMENT HISTORY	
Coded	10-62
Calendared	11-66 10/76
Copies:	
Lake Superior	
Canada	
Stockholders	
Records:	
Digest	
Fee Owner	
Tax Receipt	
Property	

MILWAUKEE SOLVAY COKE CO.
A DIVISION OF PICKANDS MATHER & CO.

I-B-7
PAGE 2

(k) Termination Letter
Dated: November 30, 1983
By and Between: PM & Co. and Koppers Company, Inc.
Purpose: Waive termination provisions of June 1, 1962
Agreement and Agreement deemed terminated as of
August 1, 1983.

**Please use this sheet for comments on
attached letter.**

From EWSmith **Date** 11-30-83

Subject _____

J. T. ANSBERRY

Attached in duplicate is a proposed termination letter between PM and Koppers Company, which formally terminates our existing agreement with Koppers covering the purchase and sale of coke oven tar produced by Milwaukee. Phil Brick has confirmed that all tar has been removed and no further sales will take place. If the attached meets with your approval, would you please sign both counterparts where indicated as Vice President of PM and return to the undersigned for further handling.

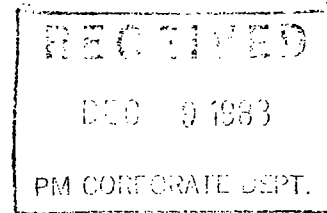


E. W. Smith

EWS:les
Attachment

Pickands Mather

Pickands Mather & Co
1100 Superior Avenue
Cleveland OH 44114



*Beginning
Our Second Century*
PM
188/88

November 30, 1983

IN DUPLICATE

Mr. Russell E. Grable, Jr.
Contract Manager
Koppers Company, Inc.
1250 Koppers Building
Pittsburgh, Pennsylvania 15219

Dear Mr. Grable:

By an agreement dated June 1, 1962, Milwaukee Solvay Coke Company, Inc. (now the Milwaukee Solvay Coke Co. division of Pickands Mather & Co.) (Milwaukee) and Koppers Company, Inc. entered into an agreement covering the purchase and sale of crude coke oven tar produced by Milwaukee at its Milwaukee, Wisconsin plant (the "Agreement"). By virtue of a series of amendments, the Agreement has now been extended to December 31, 1986. We have heretofore advised you that the Milwaukee Coke Plant is permanently shut down and will be dismantled and Koppers has ceased removing tar from the premises pursuant to the terms of our Agreement.

The Agreement does not provide for termination under the circumstances and both parties have heretofore agreed that the termination provisions in the Agreement are waived and the Agreement will be deemed terminated as of August 1, 1983.

If the above correctly reflects our understanding, would you please sign and return the duplicate copy of this letter, which will serve as evidence of the termination of the Agreement effective August 1, 1983.

Very truly yours,

AGREED:

PICKANDS MATHER & CO.


KOPPERS COMPANY, INC.

By


D. N. Sweet, Jr.

Manager Business & Financial Planning
Raw Materials Purchasing

By


Vice President

PICKANDS MATHER & Co.

Interoffice Communication

To Mr. E. W. Smith - Cleveland

Date May 7, 1973

From Mr. Geo. A. Wilkin - Chicago

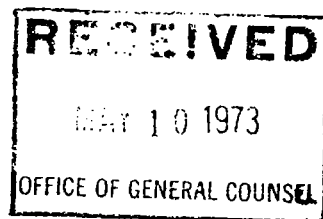
Copies to

Subject Koppers Tar Contract

I am attaching copies of our Koppers Tar Agreements for the period 1970 to date. The 9.25¢ per dry gallon is now in effect for the calendar year 1973.

GAW/ew
Attachments (3)





KOPPERS

October 12, 1972

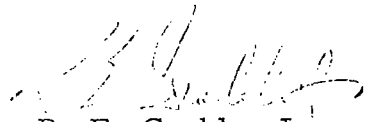
Mr. George A. Wilkin
President
Milwaukee Solvay Coke Division
Pickands Mather & Company
332 S. Michigan Avenue
Chicago, Illinois 60604

Dear Mr. Wilkin:

Glen and I have reviewed the general Coke Oven Tar picture for the Chicago area for 1973, and on the basis of our findings, we propose that the price for next year be increased to 9.25¢ per dry gallon, f.o.b. ovens.

If you are in agreement with the above revised proposal, will you please so signify by signing and returning the attached copy of this letter.

Very truly yours,



R. E. Grable, Jr.
Contract Manager

ACCEPTED AND AGREED:

MILWAUKEE SOLVAY COKE DIVISION
Pickands Mather & Company

This 16th day of October, 1972

By _____

Title President

COPIES

December 23, 1970

Mr. George A. Wilkin
President
Milwaukee Solvay Coke Division
Pickands Mather & Co.
332 S. Michigan Avenue
Chicago, Illinois 60604

Dear Mr. Wilkin:

We propose the following amendment to our Tar Contract dated June 1, 1962, as amended November 25, 1966:

Article II, Period of this Agreement, as amended, is to be deleted and the following substituted in lieu thereof:

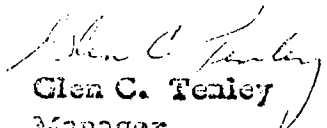
ARTICLE II
PERIOD OF THIS AGREEMENT

"This Agreement shall be and remain in full force and effect for a period of six (6) years commencing January 1, 1971 and terminating December 31, 1976, and thereafter for successive additional periods of five (5) years each, providing either party hereto may terminate this Agreement at the end of the initial period hereof or any such successive additional period by giving to the other party written notice of its intention to terminate at least one hundred and eighty (180) days prior to the end of the then current period.

"Each calendar year falling within the term of the Agreement shall constitute a 'contract period'."

If you are in agreement with the above, please signify your acceptance by signing and returning to us one copy of this letter.

Very truly yours,


Glen C. Tenley
Manager
Planning and Procurement

ACCEPTED AND AGREED:

MILWAUKEE SOLVAY COKE DIV.
Pickands Mather & Co.

This 24th day of December, 1970

KOPPERS

August 31, 1970

Mr. George A. Wilkin
President
Milwaukee Solvay Coke Division
Pickands Mather & Co.
332 S. Michigan Avenue
Chicago, Illinois 60604

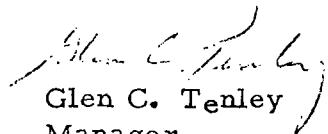
Dear Mr. Wilkin:

The amendment dated November 25, 1966, to our Tar Contract, states that the price of tar for each contract period will be reviewed and agreed upon ninety (90) days prior to the beginning of each contract period.

In accordance with our conversation of this morning, I propose that the price for 1971 be 8.75¢ per gallon, f. o. b. ovens. As I mentioned to you, this keeps your tar price in line with the other tar prices at our Chicago plant.

If you are in agreement with the above proposal, will you please so signify by signing and returning the attached copy of this letter.

Very truly yours,


Glen C. Tenley
Manager
Planning and Procurement

ACCEPTED AND AGREED:

MILWAUKEE SOLVAY COKE DIVISION
Pickands Mather & Co.

This 11th day of September, 1970

By _____

Title President

KOPPERS

Chemicals
and Coatings

September 30, 1968

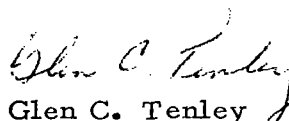
Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

Dear Jack:

As I discussed with you, we propose that the 1968 price of 8.25¢ per gallon f.o.b. the ovens, be maintained for your Crude Coke Oven Tar during 1969. As we covered during our conversation, if there should be a substantial change in tar-derived materials, either party could reopen the tar pricing in order to avoid any inequities.

Even though we agreed to the above during our phone conversation, would you please sign and return the attached copy of this letter in order that we have it in our files.

Very truly yours,


Glen C. Tenley
Contract Manager

t/k

ACCEPTED BY:

PICKANDS MATHER & CO.

This 4th day of October 1968

By John H. Bemis

Pickands, Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

September 25, 1967

Mr. Glen C. Tenley, Contract Manager
Koppers Company, Inc.
Tar & Chemical Division
Koppers Building
Pittsburgh, Pennsylvania 15219

Dear Glen:

In accordance with your request, we are returning a copy of your letter of September 19th indicating our willingness to extend the agreement with your company on tar for the next year on the terms outlined in your letter.

We naturally are hopeful that the market for tar will improve and that, if so, we can talk about an increase in prices.

Yours very truly,

John H. Bemis

Encl.

JHB:rmb

bcc: Mr. A. P. Mueller
Corporate Department ✓



KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

September 19, 1967

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

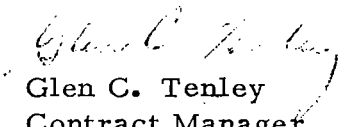
Dear Jack:

The amendment, dated November 25, 1966, to our Tar Contract states that the price of tar for each contract period will be reviewed and agreed upon ninety (90) days prior to the beginning of each contract period. We propose that the 1967 price of 8.25¢ per gallon f.o.b. ovens regardless of destination be maintained for 1968. If there should be a substantial change in tar prices at any time, either party may reopen in regard to price to avoid inequities to either party.

If you are in agreement with this, would you please so signify by signing and returning the attached copy of this letter.

Very truly yours,

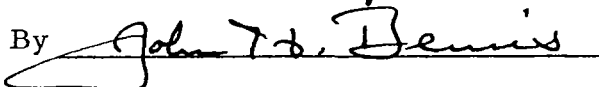
KOPPERS COMPANY, INC.
Tar and Chemical Division


Glen C. Tenley
Contract Manager

ACCEPTED:

PICKANDS MATHER & CO.

This 25th day of September 1967

By 

Pickands, Mather & Co.

2000 Union Commerce Building

Cleveland, Ohio 44115

December 7, 1966

Mr. R. S. Leighton, Contract Manager
Koppers Company, Inc.
Tar and Chemical Division
Koppers Building
Pittsburgh, Pennsylvania 15219

Dear Bob:

Thank you for your letter of November 29, 1966, enclosing copies of a letter agreement dated November 25, 1966, which amends the Tar Contract dated June 1, 1962. We find the letter agreement satisfactory and have had both copies signed on behalf of Pickands Mather & Co. One such copy is returned herewith and we are retaining the other for our files.

We also agree with point 3 of your transmittal letter that the price for the calendar year 1967 will be 8.25¢ per gallon f.o.b. ovens regardless of destination. However, as we discussed by telephone, it is our further understanding that if there is a substantial change in tar prices at any time during a contract year either party may reopen the question of price to avoid inequities.

I am indeed sorry that I was unable to meet with you and Len when you were in Cleveland.

Yours very truly,

John H. Bemis

Encl.

JHB:rmb



KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

November 29, 1966

TELEPHONE
AREA CODE 412
391-3300

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

Dear Jack:

Glen and I were disappointed that we were unable to see you in Cleveland last week since there are several items we wanted to discuss.

1. You will find attached to this letter a proposed contract amendment that does two things. First, a change in the term of our Agreement from May 31 to December 31. In other words, the next five year term would start January 1, 1967 and end December 31, 1971, rather than begin June 1, 1967 and end May 31, 1971. Second, since in practice the price each year has been negotiated, we believe that the Price and Payment clause should be changed to reflect what we have been doing. If you will recall, the reason we have established the price by agreement rather than on the original contract terms was because the price of road tar decreased so much that the tar price for that portion of tar going to the service station was extremely low, resulting in an unrealistically low overall price for your tar. Another reason was that it has been necessary to move tar to Houston at times when it is surplus in the Chicago area.
2. Distribution of your tar for ten months this year is as follows:
1,950,000 gallons have been shipped to Chicago
301,000 gallons have gone direct to the Service Station
If we had weighted these two quantities, using a 9¢ value to the service station and an 8¢ value to Chicago, the return to you would have been 8.13¢ per gallon rather than the 8.25¢ per gallon that we have paid you.
3. We propose the price for 1967 be the same as it is this year, namely 8.25¢ per gallon f.o.b. ovens regardless of destination.
4. You mentioned to Bart that we should acknowledge that Manganese Chemicals Corp. has been merged into Pickands Mather & Co., and

Mr. John H. Bemis
Pickands Mather & Co.

-2-

November 29, 1966

that our tar contract is now with Pickands Mather. On May 12 I received a letter from Mr. T. E. Morton, Jr. advising us of this fact. He asked for our approval, which we gave on May 20 and forwarded this to Mr. Morton.

You will note that the last paragraph in the amendment letter says that the amendment letter serves as our 180 day notice to terminate if you do not agree to the amendment. The reason for this, Jack, is that the present contract automatically renews itself beginning December 3, 1966 for an additional 5 year period. We wish to extend this contract for an additional 5 year period, but would like to change the term of the agreement and the price and payment clause to a more realistic basis.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division



R. S. Leighton
Contract Manager

rsl/jek

Enclosure



KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

T. H. BARTHOLOMEW
VICE PRESIDENT
AND PROCUREMENT MANAGER

TELEPHONE
AREA CODE 412
391-3300

November 25, 1966

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44115

Dear Jack:

We propose the following amendment to our Tar Contract dated June 1, 1962:

Article II, Period of this Agreement, is to be deleted, and the following substituted in lieu thereof:

ARTICLE II

PERIOD OF THIS AGREEMENT

"This Agreement shall be and remain in full force and effect for a period of five (5) years commencing January 1, 1967 and terminating December 31, 1971, and thereafter for successive additional periods of five (5) years each, providing either party hereto may terminate this Agreement at the end of the initial period hereof or any such successive additional period by giving to the other party written notice of its intention to terminate at least one hundred and eighty (180) days prior to the end of the then current period.

"Each calendar year falling within the term of the Agreement shall constitute a 'contract period'."

Delete Article VIII, Price of and Payment for Tar, and substitute the following:

ARTICLE VIII

PRICE OF AND PAYMENT FOR TAR

"KOPPERS shall pay MILWAUKEE on or before the twenty-fifth (25th) day of each calendar month upon billing by MILWAUKEE, for all TAR delivered to and accepted by KOPPERS during the preceding calendar month at the price agreed upon under the terms of the next sentence. The price of TAR for each contract period will

Mr. John H. Bemis
Pickands Mather & Co.

-2-

11/25/66

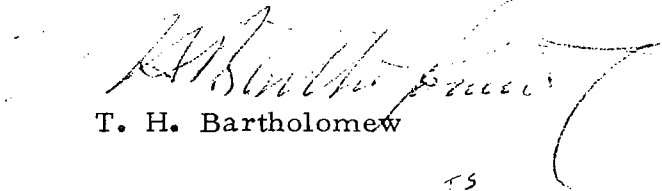
be reviewed and agreed upon ninety (90) days prior to the beginning of each contract period. If the parties fail to agree on the price for any contract period, this Agreement shall terminate as of the beginning of such period."

If you are in agreement with the above, please signify your acceptance by signing and returning to us one copy of this letter.

This letter is intended as our 180 day notice under the terms of Article II of our Agreement if you do not accept this proposal by December 31, 1966.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division


T. H. Bartholomew

b/k

ACCEPTED:

PICKANDS MATHER & CO.

This 2nd day of December 1966

By John H. Bemis

December 13, 1965

Mr. R. S. Leighton, Contract Manager
Koppers Company, Inc.
Tar and Chemical Division
Koppers Building
Pittsburgh, Pennsylvania 15219

Dear Bob:

We have your letter of December 10th proposing paying us \$.25¢ per gallon for our tar production for the entire year 1966 regardless of destination. In conversation with you on December 10th, we were agreeable to this proposal and, therefore, are attaching the copy of your letter of the same date indicating our acceptance.

Yours very truly,

John H. Denis

Encl.

JHL:rmh

cc: Mr. A. P. Mueller



T. H. BARTHOLOMEW
ASSISTANT VICE PRESIDENT
AND PROCUREMENT MANAGER

KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

December 10, 1965

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44114

Dear Jack:

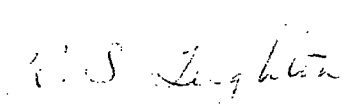
Article VIII of our Tar Contract states that we will agree 30 days before the start of any calendar quarter on the price to be paid for that quarter.

Confirming our conversations, we have proposed and you have agreed to waive the quarterly price provision for 1966. We will pay you 8.25¢ per gallon, f.o.b. Milwaukee, regardless of destination, for your 1966 tar production

If this price meets with your approval, please sign and return the attached copy of this letter.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division

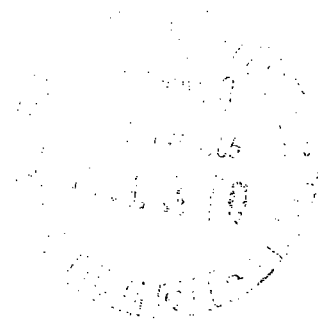

R. S. Leighton
Contract Manager

ACCEPTED:

Milwaukee Solvay Coke Division
MANGANESE CHEMICALS CORPORATION

This 13 day of December 1965

By John H. Bemis



TEM/jal
5/4/66

ASSIGNMENT OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that MANGANESE CHEMICALS CORPORATION, a Maryland corporation, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, does hereby, effective as of April 30, 1966, assign, set over and transfer to PICKANDS MATHER & CO., a Delaware corporation, its successors and assigns, all its right, title and interest in the following: -

Agreement dated June 1, 1962, as amended, between Manganese Chemicals Corporation, a Maryland corporation and Koppers Company, Inc., a Delaware corporation covering the purchase of crude coke oven tar produced by the former at the coke plant in Milwaukee, Wisconsin.

IN WITNESS WHEREOF, said MANGANESE CHEMICALS CORPORATION has caused these presents to be executed this 30th day of April, 1966, A.D., by its officers thereunto duly authorized.

MANGANESE CHEMICALS CORPORATION

By ^{DMC} *D. M. Chisholm*
Vice President

Attest ^{RLO} *R. L. Oldenburg*
Secretary

ACCEPTANCE OF ASSIGNEE

PICKANDS MATHER & CO., a Delaware corporation, in consideration of the within and foregoing assignment, hereby accepts this assignment, effective as of April 30, 1966, and from and after that date agrees to be bound by, carry out and perform all the terms, obligations and conditions of said agreement dated as of June 1, 1962, therein provided to be kept and performed by MANGANESE CHEMICALS CORPORATION, a Maryland corporation.

IN WITNESS WHEREOF, said PICKANDS MATHER & CO. has caused these presents to be executed this 30th day of April, 1966, A.D., by its officers thereunto duly authorized.

PICKANDS MATHER & CO.

By ^{KSR} *K. S. R.*
President

Attest ^{RM} *R. M.*
Secretary

CONSENT TO ASSIGNMENT OF AGREEMENT

KOPPERS COMPANY, INC., a Delaware corporation, does hereby consent to the within and foregoing assignment, effective as of April 30, 1966, by MANGANESE CHEMICALS CORPORATION, a Maryland corporation, to PICKANDS MATHER & CO., a Delaware corporation, of said agreement dated as of June 1, 1962.

IN WITNESS WHEREOF, said KOPPERS COMPANY, INC. has caused these presents to be executed this 20th day of May, 1966, A.D., by its officer thereunto duly authorized.

KOPPERS COMPANY, INC.

By Thomas C. Kurland
Vice President



KOPPERS COMPANY, INC.

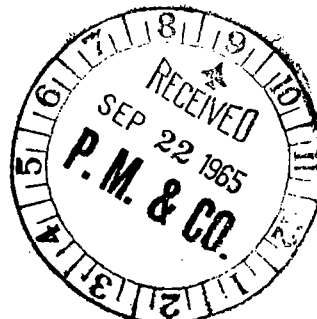
TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

September 21, 1965

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44114



Dear Jack:

As discussed with you recently, I promised to gather some figures indicating performance at Milwaukee this year. Here are the eight month figures.

Deliveries to Chicago	1,407,752 G @ 8.0¢ =	\$112,620.16
Deliveries to Service Station	188,258 G @ 9.0¢ =	16,943.22
	1,596,010 gals.	\$129,563.38
Average Price per Gallon = 8.118¢		

In 1964 - 8 months	1,404,049 G @ 8.0¢ =	\$112,323.92
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Although the difference between 1964 and 1965 is small, it is a step in the right direction.

Article VIII of our Tar Purchase Agreement dated June 1, 1962, assigned from Milwaukee Solvay Coke Company, Inc. to Manganese Chemicals Corporation on January 31, 1964, provides that within 30 days of the start of any calendar quarter, the prices then in effect shall be reviewed and prices established for the ensuing quarter.

Since we have not had any improvement at Chicago, and actually, have had some weaknesses not estimated, we recommend that the prices in effect during the third quarter remain the same for the fourth quarter.

Mr. John H. Bemis

-2-

September 21, 1965

Tar delivered to Chicago 8.0¢/gal. f.o.b. plant
Tar delivered to Milwaukee Service Station 9.0¢/gal. f.o.b. plant

If these prices meet with your approval, please sign and return the attached copy of this letter.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division

R. S. Leighton
R. S. Leighton
Contract Manager

ACCEPTED:

Milwaukee Solvay Coke Division
MANGANESE CHEMICALS CORPORATION

This 27th day of September 1965

By *John H. Bemis*



KOPPERS COMPANY, INC.

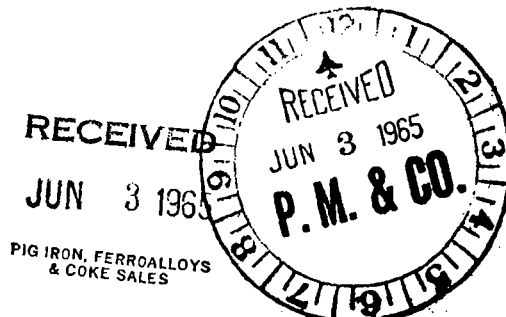
TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

June 2, 1965

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44114



Dear Jack:

Article VIII of our Tar Purchase Agreement dated June 1, 1962, assigned from Milwaukee Solvay Coke Company, Inc. to Manganese Chemicals Corporation on January 31, 1964, provides that within 30 days of the start of any calendar quarter the prices then in effect shall be reviewed and prices established for the ensuing quarter. At this time we see no reason to change these prices for the third quarter deliveries, and propose that they remain in effect for the third quarter.

Tar delivered to Chicago	8.0¢/gal. f.o.b. plant
Tar delivered to Milwaukee Service Station	9.0¢/gal. f.o.b. plant

As discussed with you previously, we will make every effort to move as much tar to the service station as is possible. Although some tar moved to the service station in April, I do not have figures at this time as to how much moved in May. Please bear in mind that the lower the water content, the more tar we will be able to move direct to the service station

If these prices meet with your approval, please sign and return the enclosed copy of this letter.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division

R. S. Leighton
R. S. Leighton
Contract Manager

ACCEPTED:

Milwaukee Solvay Coke Division
MANGANESE CHEMICALS CORPORATION

This 7th day of June 1965
By John H. Bemis



KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

T. H. BARTHOLOMEW
ASSISTANT VICE PRESIDENT
AND PROCUREMENT MANAGER

April 8, 1965

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44114

Dear Jack:

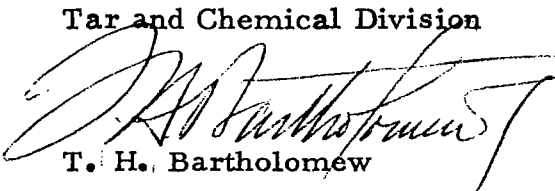
Article VIII of our Tar Purchase Agreement dated June 1, 1962, assigned from Milwaukee Solvay Coke Company, Inc. to Manganese Chemicals Corporation on January 31, 1964, provides that within 30 days of the start of any calendar quarter, the prices then in effect shall be reviewed and prices established for the ensuing quarter. We propose that the following prices apply for the first and second quarters of 1965:

Tar delivered to Chicago	8.0¢/gal. f.o.b. plant
Tar delivered to Milwaukee Service Station	9.0¢/gal. f.o.b. plant

If these prices meet with your approval, please sign and return the enclosed copy of this letter.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division


T. H. Bartholomew

ACCEPTED:

Milwaukee Solvay Coke Division
MANGANESE CHEMICALS CORPORATION

This 9th day of April 1965

By John H. Bemis



KOPPERS COMPANY, INC.

TAR & CHEMICAL DIVISION

PITTSBURGH, PA. 15219

TELEPHONE
AREA CODE 412
391-3300

December 4, 1964

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland, Ohio 44114

Dear Jack:

This will confirm our discussion in Cleveland on December 2 wherein we talked about the price of your tar for 1965. Since you are completing a study on whether or not to sell or burn tar, it was agreed that the billing price for the first quarter would be 8.0¢/gallon, f.o.b. your plant. We understand your position and the fact that at this price, the tar is about on a break-even basis compared to the price you pay for natural gas that you purchase. You indicated that to burn tar it was necessary to install equipment such as heaters and burners at Milwaukee, and that the cost of this will be taken into account in deciding whether to burn or not. As I told you, we would like to know as soon as possible what your decision is, and want to discuss this with you before you do any work.

Will you please acknowledge the billing price for the first quarter by signing and returning a copy of this letter to me.

Very truly yours,

KOPPERS COMPANY, INC.
Tar and Chemical Division

R. S. Leighton

R. S. Leighton
Contract Manager

rsl/jek

ACCEPTED:

PICKANDS MATHER & CO.

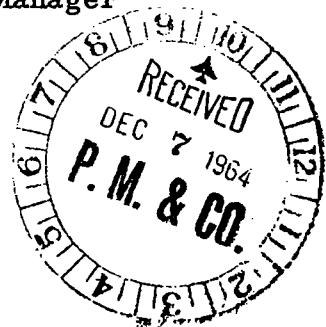
This 8 day of December 1964

By *John H. Bemis*

RECEIVED

DEC 7 1964

PIG IRON, FERROALLOYS,
& COKE SALES



Please use this sheet for comments on
attached letter.

From D. S. B. Date March 2, 1964

Subject _____

MESSRS. ~~W. J. WILLIAMS~~ *WJW*
J. H. BEMIS

Attached hereto please find, in triplicate, proposed form of agreement between Koppers Company, Inc. and Milwaukee Solvay Coke Company, Inc. and Manganese Chemicals Corporation, wherein Koppers Company, Inc. consents to the merger of Milwaukee Solvay into Manganese Chemicals and to the assumption by Manganese Chemicals of all the rights and obligations of Milwaukee Solvay under an agreement dated June 1, 1962, wherein Milwaukee Solvay agreed to sell ~~and~~ Koppers Company agreed to purchase the crude coke oven tar produced by Milwaukee Solvay at its coke plant.

If the attached meets with your approval, will Mr. Williams please sign all copies as President of Manganese Chemicals Corporation and Mr. Bemis please sign all copies as President of Milwaukee Solvay Coke Company, Inc.

Respectfully,

D. S. Baumgartner

DSB

THIS AGREEMENT made and entered into as of this 31st day of January, 1964, by and between KOPPERS COMPANY, INC., a Delaware corporation (hereinafter called "Koppers") and MILWAUKEE SOLVAY COKE COMPANY, INC., a Wisconsin corporation (hereinafter called "Milwaukee") and MANGANESE CHEMICALS CORPORATION, a Maryland corporation (hereinafter called "Manganese").

W I T N E S S E T H:

WHEREAS, by agreement, dated June 1, 1962, Milwaukee agreed to sell and Koppers agreed to purchase all crude coke oven tar produced by Milwaukee at its coke plant in Milwaukee, Wisconsin, under certain terms and conditions, all as therein more fully set forth (which agreement of June 1, 1962, as the same has been supplemented, amended and modified by letter agreement dated December 18, 1963, is hereinafter called the "Agreement"), and

WHEREAS, effective January 31, 1964, Milwaukee is merging into Manganese and as a result of said merger Manganese shall be the surviving corporation and it is the desire of all parties hereto that Manganese become the successor in interest of Milwaukee under the Agreement.

NOW, THEREFORE, in consideration of the Premises it is hereby mutually agreed:

1. That Manganese shall succeed to all of the rights and obligations of Milwaukee under the Agreement and shall be constituted the full and complete assignee thereof, subject to all of the terms and conditions in the Agreement set forth.
2. Manganese assumes and agrees to perform and abide by all obligations and conditions on the part of Milwaukee to be kept and performed under the Agreement and Milwaukee assigns unto Manganese and relinquishes in favor of Manganese all rights therein.

3. Koppers hereby expressly consents and agrees to the foregoing assignment and assumption thereof on the conditions set forth above.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed the day and year first above written.

MANGANESE CHEMICALS CORPORATION

By Walter Williams
President

MILWAUKEE SOLVAY COKE COMPANY, INC.

By John D. Bernis
President

KOPPERS COMPANY, INC.

By John D. Bernis
Vice President

bcc: Mr. A. P. Mueller
Mr. G. L. Johnson ✓
Mr. J. T. Ansberry

Pickands Mather & Co.
2000 Union Commerce Building
Cleveland 14, Ohio

December 31, 1963

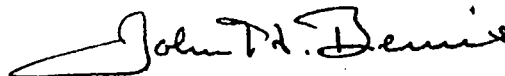
Mr. R. S. Leighton
Koppers Company, Inc.
Tar Products Division
Pittsburgh 19, Pennsylvania

Dear Bob:

While the price which you have offered to pay us for tar at Milwaukee in 1964 is very little more than the cost of natural gas that we purchase, we will go along with your proposal and, accordingly, enclose an accepted copy of your letter of December 18.

Very truly yours,

PICKANDS MATHER & CO.



John H. Bemis

JHB:nc

Enclosure



KOPPERS COMPANY, INC.

TAR PRODUCTS DIVISION

PITTSBURGH · 19 · PA.

TELEPHONE
AREA CODE 412
391-3300

December 18, 1963

Mr. John H. Bemis
Pickands Mather & Co.
2000 Union Commerce Building
Cleveland 14, Ohio

Dear Jack:

I thought it best to confirm our discussion in Cleveland on December 17. As I told you, our tar balance at Chicago in 1963 was such that we had to move a considerable quantity of tar to our Houston plant. The same condition will prevail in 1964.

It was our intent in 1963 to move 500,000 gallons of tar from Milwaukee's coke plant direct to our Milwaukee Service Station and 1,500,000 gallons to Chicago. We moved only 111,000 gallons to the service station this year because of water content in the tar and melting point of residue, which is a road tar specification. Our plans for 1964 are to move 700,000 gallons from your plant to the service station, provided that the water content is below 2%. In the past we have serviced Kent County, in Western Michigan from the service station, but were unable to do so this year because our price was too high. In order to get this business we cannot pay more than 8.0¢/gallon f.o.b. your plant in 1964. Frankly, Jack, the future of our service station is in jeopardy since we lost about \$50,000 there in 1963. If our raw material costs do not improve, we will have to consider all of your tar going to Houston because of the tar surplus at Chicago, and can pay only 8.0¢/gallon for this move. To sell road tar to the city of Milwaukee we must move your tar to Chicago, process it, and ship it back. This is another reason we can pay only 8.0¢/gallon. If we move only 500,000 gallons to the service station and the balance to Chicago in 1964, the net to you based on the contract, will be only 8.0¢/gallon according to our 1964 estimates.

Therefore, in lieu of the pricing and quantity provisions covered in paragraphs 2 and 3 of Article VIII of our Agreement dated June 1, 1962, we have proposed that for 1964 we pay you 8.0¢/gallon f.o.b. your plant for all of your tar production regardless of destination. If you agree to accept this offer, will you please sign and return a copy of this letter to me.

Very truly yours,

ACCEPTED BY:

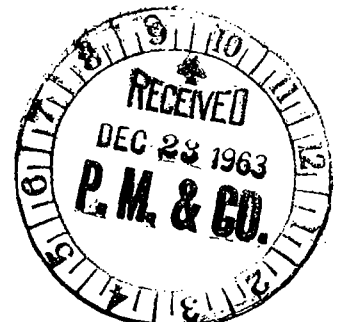
MILWAUKEE SOLVAY COKE CO., INC.

This 31st day of December, 1963

John H. Bemis

KOPPERS COMPANY, INC.
Tar & Chemical Division

R. S. Leighton
R. S. Leighton
Contract Manager



A G R E E M E N T

THIS AGREEMENT, Made this 1st day of June, 1962, by and between MILWAUKEE SOLVAY COKE COMPANY, INC., (hereinafter referred to as "MILWAUKEE"), a Wisconsin corporation, having its principal office at Milwaukee, Wisconsin, and KOPPERS COMPANY, INC., (hereinafter referred to as "KOPPERS"), a Delaware corporation, having its general office at Pittsburgh, Pennsylvania:

W I T N E S S E T H:

That in consideration of the respective undertakings hereunder, the parties hereto, each intending to be legally bound hereby, covenant and agree, respectively, as follows:

ARTICLE I

DEFINITIONS

The term "gallon" wherever used herein, shall be understood to mean a United States standard gallon of Two Hundred Thirty-one (231) cubic inches.

The words "MILWAUKEE'S PLANT", wherever used herein, shall be understood to mean MILWAUKEE'S Coke plant, as now constituted, located at Milwaukee, Wisconsin.

The words "KOPPERS' PLANT", wherever used herein, shall be understood to mean the crude tar processing plants operated by KOPPERS at Chicago, Illinois.

The word, "TAR", wherever used herein, shall be understood to mean the crude coke oven tar produced by MILWAUKEE at MILWAUKEE'S PLANT.

The words, "Coal Tar", wherever used herein, shall be understood to mean crude coal tar produced solely from coal or coal sprayed with oil charged into by-product coke ovens and received at KOPPERS' PLANT.

The term "delivery", wherever used herein, shall be understood to mean the contents of each tank car, tank truck or barge of TAR shipped from MILWAUKEE'S PLANT to KOPPERS' PLANT or to a destination other than KOPPERS' PLANT.

ARTICLE II

PERIOD OF THIS AGREEMENT

Termination

This Agreement shall be and remain in full force and effect for a period of five (5) years commencing June 1, 1962 and terminating May 31, 1967, and thereafter for successive additional periods of five (5) years each, providing either party hereto may terminate this Agreement at the end of the initial period hereof or any such successive additional period by giving to the other party written notice of its intention to terminate at least one hundred and eighty (180) days prior to the end of the then current period.

Each calendar year falling within the term of the Agreement shall constitute a "contract period".

ARTICLE III

TAR SOLD AND PURCHASED

MILWAUKEE shall sell to KOPPERS and KOPPERS shall purchase from MILWAUKEE, during the period of this Agreement, all TAR produced by MILWAUKEE at MILWAUKEE'S PLANT on the terms and conditions hereinafter set forth.

ARTICLE IV

DELIVERY OF TAR

As directed by KOPPERS, MILWAUKEE agrees to pump all TAR sold hereunder into tank cars (and/or tank trucks or barges, if mutually agreeable to both parties) furnished by KOPPERS for shipment to KOPPERS' PLANT, or for shipment to destinations other than KOPPERS' PLANT. Shipments of TAR to KOPPERS' PLANT shall be in minimum lots of ten (10) tank cars unless for reasons beyond either KOPPERS' or MILWAUKEE'S control, it is not feasible to do so. Title to such TAR shall pass to KOPPERS upon loading, on an f.o.b. MILWAUKEE'S PLANT basis.

ARTICLE V

QUALITY OF TAR

The quality of TAR sold hereunder is to be equal to that which is generally produced in well operated by-product coke plants of a similar nature. MILWAUKEE covenants that such TAR shall not be mixed or contaminated by or with any other type of tar, oils, residue, or substances foreign to the type of tar to be sold hereunder, and shall not be stripped of

ingredients thereof, nor subjected to any process which may change the original character thereof, except the removal of excess water. MILWAUKEE covenants further that such TAR shall be produced from by-product coke ovens in which only coal or coal sprayed with oil is used for charging.

ARTICLE VI

MEASUREMENT OF TAR

The quantity of TAR sold hereunder which is placed in tank cars or tank trucks for delivery hereunder shall be determined from the actual net weight of said TAR as indicated by certified scales at MILWAUKEE'S PLANT, or in the absence of such scales, then by scales at KOPPERS' PLANT or at or en route to a destination other than KOPPERS' PLANT, if such are available. In determining the weight per gallon of such tank car or tank truck delivery, the specific gravity shall be corrected to a basis of sixty degrees (60°) Fahrenheit. The coefficient for correction of said specific gravity shall be 0.00038 for each degree Fahrenheit above or below sixty degrees (60°) Fahrenheit (divisional method).

In the event that scales are not available at the appropriate time at any of the locations above stated for the purpose of determining actual net weight of TAR delivered hereunder, or in the event TAR sold hereunder is delivered into a barge, the quantity of TAR delivered at such times or in such a manner shall be determined by volumetric measurement corrected

to a basis of sixty degrees (60°) Fahrenheit and the coefficient for correction of said volume shall be 0.00032 for each degree Fahrenheit above or below sixty degrees (60°) Fahrenheit (divisional method).

Volumetric measurements and temperatures with respect to barge deliveries hereunder shall be taken jointly by representatives of MILWAUKEE and KOPPERS in storage tanks (duly calibrated) at MILWAUKEE'S PLANT.

At the request of either party hereto, a redetermination of either temperature correction factor, hereinabove provided, may be agreed upon. Any such redetermination shall thereafter prevail until changed in the same manner.

ARTICLE VII

WATER IN TAR

No TAR shall be delivered to KOPPERS containing more than eight per cent (8%) of water, by volume, and only TAR containing not more than eight per cent (8%) of water, by volume, shall constitute an acceptable delivery under the terms of this Agreement, unless written consent is given by KOPPERS, in which case the Agreement then made shall supersede the provisions hereof, but only for the particular delivery of TAR covered by said written consent.

All deliveries under the terms hereof shall, in the event of the occurrence of the conditions hereinafter set forth, be subject to the

following adjustments in quantity and price:

Any delivery of TAR which contains less than two per cent (2%) of water, by volume, shall be corrected with respect to quantity by increasing the total quantity in such delivery to the basis of TAR containing two per cent (2%) of water, by volume.

Any delivery of TAR which contains more than two per cent (2%), and not more than five per cent (5%) of water, by volume, shall be corrected with respect to quantity by reducing the total quantity in such delivery to the basis of TAR containing two per cent (2%) of water, by volume.

Any delivery of TAR which contains more than five per cent (5%) and not more than eight per cent (8%) of water, by volume, shall be corrected with respect to quantity by reducing the total quantity in such delivery to the basis of TAR containing two per cent (2%) of water, by volume, and in addition thereto shall be subject to a reduction in price thereof of one-half cent (1/2¢) per gallon of TAR so corrected plus proportionate freight charges on moisture content in excess of five per cent (5%) by volume.

From each delivery of TAR hereunder, as required by either party, MILWAUKEE shall take a sample and determine the water content thereof by American Society of Testing Materials Method of Test D 95 and KOPPERS shall take a second sample on receipt of each delivery at KOPPERS' PLANT or at the destination other than KOPPERS' PLANT, and determine the water content thereof. In the event of a difference in the results obtained by the parties hereto from such water determination the two results shall be averaged and said average shall constitute the percentage of water in such delivery and shall be binding upon both parties; PROVIDED, however, that if any such water determinations differ by more than one per cent (1%), by volume, KOPPERS shall notify MILWAUKEE and either party may request the other jointly to sample said delivery. Such joint sample shall be divided into three (3) equal parts, one of these parts to be analyzed by MILWAUKEE and one by KOPPERS. In the event the separate analyses of this sample shall not differ over one per cent (1%), by volume, the two results shall be averaged and said average shall be binding upon both parties, but in the event of a difference of over one per cent (1%), by volume, in the separate analyses, then the third part shall be analyzed by a disinterested chemist mutually agreed upon by the parties hereto, and his analysis shall be binding upon both parties for the delivery in question. The expense of such analysis by said disinterested chemist shall be borne equally by the parties hereto.

ARTICLE VIII

PRICE OF AND PAYMENT FOR TAR

KOPPERS shall pay MILWAUKEE on or before the twenty-fifth (25th) day of each calendar month upon billing by MILWAUKEE for all TAR delivered to and accepted by KOPPERS during the preceding calendar month at the prices indicated below.

The price of all TAR shipped by MILWAUKEE to KOPPERS' PLANT from June 1, 1962 through September 30, 1962 shall be 12.1¢ per gallon. Within thirty (30) days of the start of any calendar quarter following the initial four months the price then in effect will be reviewed and a price will be established for the ensuing quarter. It is the intent of the parties that the delivered tar price paid by KOPPERS to MILWAUKEE for TAR shipped to KOPPERS' PLANT shall be substantially equal to the delivered tar price paid by KOPPERS for TAR shipped from suppliers in the Chicago area.

The price of all TAR shipped by MILWAUKEE to KOPPERS' Road Tar Terminal in South Milwaukee from June 1, 1962 through September 30, 1962 shall be 9.8¢ per gallon. Within thirty (30) days of the start of any calendar quarter following the initial four months the price then in effect will be reviewed and a price will be established for the ensuing quarter. It is the intent of the parties that the delivered tar price paid by KOPPERS to MILWAUKEE for TAR shipped to KOPPERS' Road Tar Terminal in South Milwaukee shall be equal to fifty per cent (50%) of the first ten cents (10¢) of NET RETURN PER GALLON (hereinafter defined) and seventy five per cent (75%) of all over ten cents (10¢) of NET RETURN PER GALLON obtained for such tar. The NET RETURN PER GALLON shall equal the average return per gallon of road tar shipped in bulk from KOPPERS' Road Tar Terminal in South Milwaukee less credits granted to customers for road tar returned; less cash discounts and other allowances, if any; less commissions on road tar

paid to companies or individuals not connected or affiliated in any way with KOPPERS; less revenue received for delivery and/or application of road tar. KOPPERS will not ship over 500,000 gallons of TAR in any calendar year during the period of this Agreement from MILWAUKEE'S PLANT to KOPPERS' Road Tar Terminal at South Milwaukee unless prior written consent is obtained from MILWAUKEE.

ARTICLE IX

STORAGE OF TAR

MILWAUKEE agrees to provide storage at MILWAUKEE'S PLANT to the extent of its present capacity to protect against reasonable delays in the acceptance of TAR by KOPPERS hereunder and/or in the movement of tank cars or tank trucks or barges furnished by KOPPERS. KOPPERS agrees to use due diligence in providing for the taking of the TAR purchased hereunder.

ARTICLE X

CONTINGENCIES

If either party hereto shall be prevented or delayed in the performance of any or all of the provisions hereof by reason of any strike, lockout, boycott, industrial disturbance, ice or snow conditions, action of the elements, delay in obtaining or shortage of transportation equipment, exceptional weather, act of God, lightning, flood, earthquake, fire, explosion, epidemic, war, insurrection, embargo, accident, governmental, regulations, or any other cause beyond its control affecting the operation of MILWAUKEE'S PLANT or KOPPERS' PLANT, whether similar to the causes above enumerated or otherwise, the delay or loss suffered therefrom by the other party hereto shall not be chargeable in any way to the party so prevented or delayed; and the obligations hereunder of the party so prevented or delayed shall be

suspended so long as such cause shall have the effect but for no longer period, and such cause shall so far as possible be remedied with all reasonable dispatch.

ARTICLE XI

ARBITRATION

Except as otherwise herein provided, in case any disagreement or difference shall arise between the parties hereto, their successors or assigns, in relation to the Agreement, whether as to the construction or operation thereof or as to the respective rights, liabilities, duties, or obligations thereunder, the matters in dispute shall be submitted to three competent arbitrators, one to be appointed by each party, and the third to be appointed by the other two, and the award in writing signed by any two of them shall be final and conclusive upon the parties hereto. In case either of the said parties shall fail to appoint an arbitrator as aforesaid within ten (10) days after written notice given by the other party to make such appointment, then and in that event the arbitrator appointed by the party not in default shall appoint a like competent arbitrator for the defaulting party, and the said two arbitrators so appointed shall select a third arbitrator. In the event of the failure of the two arbitrators appointed as aforesaid to agree upon a third within ten (10) days after their appointment then the third arbitrator shall be appointed by the Senior United States

District Judge, or, in the event of his failure or refusal to act, by any other Judge of the United States District Court having jurisdiction of the area in which MILWAUKEE'S PLANT is located, and said Judge is hereby requested to act in the premises and name the third arbitrator. The three so chosen shall as promptly as possible hear and decide such difference or dispute, and make every reasonable effort to reach a decision within thirty (30) days after their appointment, and the award in writing signed by any two of them shall be final and conclusive upon the parties hereto.

The parties hereto stipulate and agree that they will abide by and perform such award. The expense of such arbitration, including the fee of the third arbitrator, shall be borne equally by the parties hereto, provided, however, that each party shall bear the fee of the arbitrator which appoints or which is appointed for it.

ARTICLE XII

NOTICES

Any notice required or permitted to be given hereunder shall be deemed to be duly given if mailed by registered mail, postage prepaid, in the case of MILWAUKEE addressed to MILWAUKEE SOLVAY COKE COMPANY, INC. 740 North Milwaukee Street, Milwaukee 1, Wisconsin, and in the case of KOPPERS addressed to KOPPERS COMPANY, INC., Tar Products Division, Koppers Building, 436 Seventh Avenue, Pittsburgh 19, Pennsylvania.

ARTICLE XIII

ASSIGNABILITY

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns; provided, however that neither party hereto shall have the right to assign this Agreement without the prior written consent of the other party hereto.

ARTICLE XIV

WAIVER OF DEFAULT

Waiver by either party of any default by the other party shall not be deemed a waiver of any subsequent default.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and their respective seals to be hereunto affixed by their proper officers thereunto duly authorized, the day and year first above written.

MILWAUKEE SOLVAY COKE COMPANY, INC.

By 

President

ATTEST:



Assistant Secretary

KOPPERS COMPANY, INC.

By 

Vice President

ATTEST:


Secretary

^{TS}
JHB

MILWAUKEE SOLVAY COKE CO.

I-B-10

Letter of Intent

Dated: June 15, 1983

By and Between: Pickands Mather & Co. and Stott Briquet Company, Inc.

Purpose: Confirm intention to negotiate the sale of coal fines, coke breeze and coal tar sludge for the manufacture of fuel briquets. Sales contract to be entered into as soon as Stott has executed one or more briquet sales agreements.

(b)

Sales Contract

Dated: August 13, 1983

Seller: Milwaukee Solvay Coke Co., Division of Pickands Mather & Co.

Buyer: Stott Briquet Company, Inc.

Purpose: Sale of coal fines, coke breeze, coal tar sludge and coal tar

Term: August 29, 1983 to the date when all materials have been shipped to Buyer

(c)

Letter

Dated: August 22, 1983

From: Stott Briquet Company, Inc.

To: Pickands Mather & Co.

Purpose: Notification that Stott will be selling its assets to Superior Briquet Company, Inc. and contract in (b) above to be assigned to Superior.

DOCUMENT HISTORY

Coded	683
Calculated	
Copies	
Index	
Card	
Standard	
Records	
Digit	
File Owner Card	
File Report Card	

August 22, 1983

Pickands Mather & Co.
Suite 811
200 West Superior Street
Duluth, Minnesota 55802

Attention: Charles Hoffman

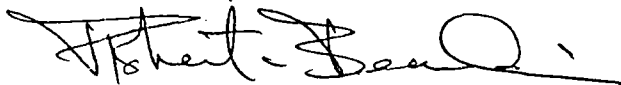
Dear Chuck:

I am enclosing herewith an original and two copies of your form of August 18, 1983 Sales Contract for materials located in Milwaukee, Wisconsin. All copies have been signed, and we expect that you will forward them on to your Cleveland, Ohio office for signature and return one copy to us.

Please be advised that Stott Briquet Company, Inc. is in the process of selling its assets to Superior Briquet Company, Inc. Under the terms of the Purchase Agreement with Superior Briquet Company, this contract will be assigned to Superior Briquet Company, Inc. Superior Briquet Company, Inc. will perform the terms and conditions of the Sales Contract as specified therein.

Sincerely,

STOTT BRIQUET COMPANY, INC.



Robert C. Beaudin
President

cmw

Enclosures

August 29, 1983

RM

Mr. Robert Beaudin
President
Stott Briquet Company, Inc.
1500 Alworth Building
Duluth, Minnesota 55802

Dear Mr. Beaudin:

Enclosed please find Sales Contract dated August 18, 1983,
which you previously executed in duplicate. We have today
executed the contract and your copy of same is herewith enclosed.

Very truly yours,

PICKANDS MATHER & CO.

T. J. Manthey

TJM/sw

Enc.

(AJC to deliver by hand)

Pickands Mather

Pickands Mather & Co.
Suite 811 - 200 West Superior Street
Duluth MN 55802



August 18, 1983

IN DUPLICATE

Stott Briquet Company, Inc.
1500 Alworth Building
Duluth, Minnesota 55802

Gentlemen:

SALES CONTRACT

Seller:

Milwaukee Solvay Coke Co., Division of Pickands Mather & Co., 1100 Superior Avenue, Cleveland, Ohio 44114.

Buyer:

Stott Briquet Company, Inc., 1500 Alworth Building, Duluth, Minnesota 55802.

Seller agrees to sell and Buyer agrees to buy and accept the following materials located at Seller's Milwaukee, Wisconsin coke plant (Milwaukee Materials) of the quantity, at the prices, and on the terms and conditions hereinafter stated:

<u>Description</u>	<u>Quantity</u>
Coal fines	15,000 short tons
Coke breeze	40,000 short tons
Coal tar sludge	1,500 short tons
Coal tar	10,000 to 20,000 gallons

Seller represents that the above quantities are Seller's best estimate of the Milwaukee Materials available; however, Seller does not guarantee these quantities.

Seller shall use its best efforts to acquire other similar materials (Similar Materials) at economically feasible prices if the quantities of the Milwaukee Materials are not sufficient to enable Buyer to fulfill the contracts between The Hanna Mining Company (Hanna) and University of Minnesota, Duluth, (UMD) and the Buyer. Seller does not guarantee the availability of such Similar Materials.

Price:

\$40.00 per ton for materials supplied by Buyer to Hanna.

\$42.00 per ton for materials supplied by Buyer to UMD.

Term:

From date of execution, as set forth below, to the date when all of the Milwaukee Materials described above have been shipped to Buyer.

In the event the quantity of one or more of the Milwaukee Materials described above is less than Seller's estimate of what is available and Buyer is unable to use the other types of the other Milwaukee Materials, then this contract shall continue until Seller provides Buyer with a written notice that Seller is not able to acquire Similar Materials to enable Buyer to take the remaining balances of the Milwaukee Materials and complete the aforesaid and any of the contracts.

Rate of Shipment:

As required by Buyer.

Point of Delivery:

The above-described tonnages of Milwaukee Materials, except the Coal tar, will be shipped by vessel from Milwaukee, Wisconsin to a storage facility in Superior, Wisconsin. As needed by the Buyer, these Milwaukee Materials will be shipped from this storage facility to Buyer's plant site in Superior, Wisconsin by truck. The Coal tar will be shipped by tanker truck directly to Buyer's plant in Superior, Wisconsin. All costs of such delivery will be for the account of Seller. Any Similar Materials furnished by Seller will be shipped to Buyer's plant, with costs of delivery borne by Seller.

Terms of Payment:

Buyer shall require Hanna to pay for the Milwaukee Materials or Similar Materials in the form of briquets within 30 calendar days after delivery to Hanna; Buyer shall likewise require UMD to make payment within 60 calendar days of delivery of the briquets to UMD. Buyer will provide for the deposit of all such monies directly by Hanna or UMD into a bank account at the Norwest Bank, Third Avenue West and Superior, Duluth, Minnesota. Buyer will provide the bank and Seller with a copy of each invoice mailed to UMD or Hanna. All monies received by such bank are to be distributed in accordance with the tonnages shown on such invoices as follows: \$42 per ton of the briquets sold to UMD and \$40 per ton of briquets sold to Hanna to be paid to Seller and the balance to be paid to the Buyer. Any payment not made to the bank within 30 calendar days after the due date of the deposit of such funds into the bank shall be for the account of the Buyer and the Buyer shall be responsible to the Seller for such payment as agreed above. Any such overdue payment shall be made to the Seller in the amounts set forth above within 10 calendar days of the due date. Any subsequent funds received by the bank for payments made directly by Buyer to Seller shall be distributed to the Buyer.

If Buyer fails to pay for Milwaukee Materials or Similar Materials as provided herein, Seller shall have the right to suspend further shipments to Buyer until payment is made; if payment is not made within 60 calendar days of the original due date, Seller may terminate this contract, which termination shall be effective upon receipt by Buyer of written notice thereof.

Weights:

The scale weights used by Buyer in its invoicing of UMD and Hanna are to be accepted as correct and are to govern payments due from Buyer to Seller.

Force Majeure:

If any circumstance occurs which results in the failure of Seller to deliver or of Buyer to accept delivery of Milwaukee Materials or Similar Materials under this contract, such failure shall be excused, and shall not constitute a breach hereof, if such circumstance is beyond the reasonable control of the party so failing and if such circumstance is occasioned by an Act of God, or by fire, explosion, strike, labor dispute, labor shortages, absenteeism, flood, war, riot, civil commotion, sabotage, breakdown, forced outages of equipment, embargoes, governmental priority, governmental regulation or action, the order of any court or judge or civil authority, or is occasioned by interruption of or delay in transportation, or other similar circumstances.

Warranty:

Seller warrants that it has the right to sell the Milwaukee Materials sold hereunder and that such Milwaukee Materials or Similar Materials shall be of the quality described on the face hereof after the caption: "Description." THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF THE PART OF THE SELLER.

Entire Agreement:

No understandings, agreements, or trade or local customs not expressly stated herein shall be binding on the parties in the interpretation or fulfillment hereof, unless reduced to writing and signed by the respective parties.

This contract is not binding on the parties until signed by the Seller at its Cleveland, Ohio office. Executed this 29th day of August, 1983, in duplicate.

BUYER:
STOTT BRIQUET COMPANY, INC.

By [Signature]

Its PRESIDENT

SELLER:
MILWAUKEE SOLVAY COKE CO.,
a Division of Pickands Mather & Co.

By [Signature]

Its Vice President

Pickands Mather

Pickands Mather & Co.
Suite 811 - 200 West Superior Street
Duluth MN 55802



June 15, 1983

IN DUPLICATE


Stott Briquet Company, Inc.
1500 Alworth Building
Duluth, Minnesota 55802

Gentlemen:

Pickands Mather & Co. (PM) hereby confirms its intention to negotiate the sale to Stott Briquet Company, Inc. (Stott) of certain tonnages of coal fines, coke breeze and coal tar sludge, all presently located at its Milwaukee Solvay Coke Co. plant, Milwaukee, Wisconsin, for the manufacture of fuel briquets. A sales contract will be executed by the parties as promptly as possible, providing there is a mutual agreement upon all the terms and conditions.

In the event PM and Stott are unable to agree upon terms and conditions to be included in the sales contract, this letter of intent shall automatically terminate without any liability or obligation upon either party.

The full principals would be agreeable to us for inclusion in such sales contract;

1. PM to sell to Stott and Stott to purchase up to approximately 25,000 short tons of coal fines, 40,000 short tons of coke breeze and 1,500 short tons of coal tar sludge and ~~10~~ to 20,000 gallons of coal tar to be used for making fuel briquets. ~~10,000~~ 
2. PM to deliver to Stott's plant site, Superior, Wisconsin, the materials set forth in 1. above for \$42.00 per ton for each of the four materials.
3. The movement of the materials will be as determined by PM. The coal fines and coal tar sludges may be mixed by PM prior to delivery to Stott.
4. Stott to convert the four materials into saleable briquets at its own cost and sell such briquets under long term contracts to be entered into by Stott. Stott agrees to provide PM with facsimile copies of any such contracts. Completion of this proposed arrangement between PM and Stott is dependent upon Stott's ability to secure one or more contracts for the briquets, such contract or contracts to be of such duration and quantity as to insure the full consumption of the four types of materials to be sold by PM.

5. Stott will not make any payment direct to PM for the materials furnished. Stott will provide that all invoices for briquets sold will provide for payment to a bank account at an agreed upon financial institution. The financial institution will be advised that all monies received are to be divided, \$42.00 per ton of briquets sold are to be paid to PM and the balance is to be paid to Stott. ~~Stott is to be responsible to PM to the extent of \$42.00 per ton for briquets sold for any uncollected amounts which are more than 30 days delinquent.~~ HCE
6. It is the intention of the parties that the sales contract will be entered into as soon as Stott has executed one or more briquet sales agreements and PM agrees that it will thereupon immediately start delivery of the materials in the manner selected by PM. All deliveries and any interim storage and handling costs, prior to the time the materials are delivered to Stott's briquetting facility, are for the account of PM.

The contract shall contain other terms and conditions as may be agreed upon by PM and Stott.

It is PM's intention to provide coal to Stott in future years for briquetting purposes, after the exhaustion of the materials to be delivered from the Milwaukee Coke premises. Price for future material will be negotiated at a later date.

If the above properly sets forth our understanding, we would appreciate it if you would indicate your approval by signing the carbon copy in the space indicated below and returning it to us for our files.

Very truly yours,

MILWAUKEE SOLVAY COKE CO., DIVISION OF PICKANDS MATHER & CO.

By Jerry Lenz
Jerry Lenz, President
Vice

ACCEPTED JUNE 15, 1983
STOTT BRIQUET COMPANY, INC.

By Robert Beaudin
Robert Beaudin, President

198615882

NOT NEGOTIABLE

DATE	DESCRIPTION	OUR NO.	AMOUNT	DISCOUNT	BALANCE	
027	3450	8556	4,531.27		4,531.27	9062.

A Division of Pickands Mather & Co.
MILWAUKEE, WISCONSIN

1979

MILWAUKEE SOLVAY COKE CL

4100 #1

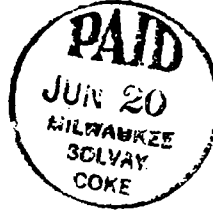
BOX 04546

MAY 27, 1980

MILWAUKEE

WI 53204

Substance	Quantity	Fee
Air Fees 1979 AIR EMISSION ADJUSTMENT FACTOR: 1.3783		
SULFUR DIOXIDE	485.8513 TONS/YEAR	\$ 133.93
CARBON MONOXIDE	167.5349 TONS/YEAR	\$ 46.18
HYDROCARBONS	541.2664 TONS/YEAR	\$ 149.20



Water Fees	1979 EFFLUENT ADJUSTMENT FACTOR: 2.0616			
THERMAL DISCHARGE	425.0000 MBTU/DAY	\$	\$	219.05
BOD, FIVE-DAY	1122.0000 LBS/DAY	MS	\$	86.18
SOLIDS, TOT SUSPEND	55.0000 LBS/DAY	SM	\$	24.48
OIL & GREASE	108.0000 LBS/DAY	SM	\$	236.88
NITROGEN (KJELDAHL)	19.3000 LBS/DAY	\$	\$	10.31
PHOSPHORUS, TOTAL	9.1000 LBS/DAY	SM	\$	29.07
SULFATE	47.0000 LBS/DAY	M	\$	10.31
CHROMIUM, TOTAL	1.4000 LBS/DAY	\$	\$	10.31
COPPER, TOTAL	2.8000 LBS/DAY	SM	\$	24.74
LEAD, TOTAL	1.4000 LBS/DAY	\$	\$	10.31
ZINC, TOTAL	3.9000 LBS/DAY	SM	\$	30.41
PHENOLS	273.0000 LBS/DAY	MS	\$	3409.91

Total Air Monitoring Fee	\$ 329.31
Total Water Monitoring Fee	\$ 4101.96
Administrative Fee	\$ 100.00
Total Fee	\$ 4531.27
Credits	\$ 0.00

Make Payment To:
 Department of Natural Resources
 Air & Water Monitoring Program
 Box 7921
 Madison, Wisconsin 53707

Pay This Amount

\$ 4531.27

Due Date JUNE 25, 1980

RETAIN THIS PORTION FOR YOUR RECORDS.

Invoice No. 1556	Due Date 6-25-80
51710B - 4531.27	
7563	Terms
OK	OK
Audited	Approved AC

CASH DISCOUNT

NET INVOICE

4531.27



State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Anthony S. Earl
Secretary

BOX 7921
MADISON, WISCONSIN 53707

May 27, 1980

IN REPLY REFER TO: 3450

410077

MILWAUKEE SOLVAY COKE CO
BOX 04546
MILWAUKEE
WI 53204

OK J. Kleinert
6/16/80

Enclosed is the environmental fee statement for Calendar Year 1979 required of your facility under Chapter NR 101 of the Wisconsin Administrative Code and s. 144.54 of the Wisconsin Statutes. This fee has been determined from the annual report of air emissions and/or effluent discharges submitted by your facility. The enclosed bill is composed of two parts. The upper portion is itemized for your convenience and is to be retained for your records. The smaller lower section should be attached to the remitted fee and returned by no later than June 25, 1980.

If your facility was eligible for reporting under NR 101 during Calendar Year 1978 but did not file a report for that period, you are being backbilled for 1978 fees according to the information contained in your 1979 report. This same procedure applies to unreported eligibility for Calendar Years 1977 through 1973. These backbills are enclosed as separate statements and your total remittance should equal the sum of payments due for 1979 and all back-billed fees.

Make your check payable to the Wisconsin Department of Natural Resources and return to:

Department of Natural Resources
Attn: Mr. Stanton J. Kleinert
Box 7921
Madison, WI 53707

Any questions concerning this bill should be directed to the appropriate person(s) listed below:

Air Emission Questions	-	Al Czeshinski (608)266-0672
Water Effluent Questions	-	Thomas Janisch (608)266-2499

Sincerely,
Bureau of Water Quality

Stanton J. Kleinert
Stanton J. Kleinert, Chief
Pretreatment & Fees Section

SJK:kl
Enc.



State of Wisconsin

DEPARTMENT OF NATURAL RESOURCES

Carroll D. Besadny
Secretary

BOX 7921
MADISON, WISCONSIN 53707

May 27, 1981

IN REPLY REFER TO: 3450

410077

MILWAUKEE SOLVAY COKE CO
BOX 04546
MILWAUKEE
WI 53204

Enclosed is the environmental fee statement for Calendar Year 1980 required of your facility under Chapter NR 101 of the Wisconsin Administrative Code and s. 144.96 (1980) of the Wisconsin Statutes. This fee has been determined from an annual report of air emissions and/or effluent discharges submitted by your facility. The enclosed bill is composed of two parts. The upper portion is itemized for your convenience and is to be retained for your records. The smaller lower section should be attached to the remitted fee and returned by no later than June 26, 1981.

Make your check payable to the Wisconsin Department of Natural Resources and return to:

Department of Natural Resources
Attn: Mr. Stanton J. Kleinert
Box 7921
Madison, WI 53707

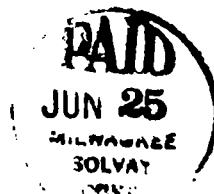
Any questions concerning this bill should be directed to the appropriate persons listed below:

Air Emission Questions - Al Czesinski (608)266-0672
Water Effluent Questions - Tom Janisch (608)266-2499
Tom Aten (608)267-7638

Sincerely,
Bureau of Wastewater Management

Stanton J. Kleinert, Chief
Pretreatment & Fees Section

SJK:kh
Enc.



JUN 25, 1981

0150

\$10,891.70

DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL FEE N PROGRAM
BOX 7921

MADISON, WI 53707
NATURAL RESOURCES

NOT NEGOTIABLE

VENDOR

DATE	DESCRIPTION	OUR NO.	AMOUNT	DISCOUNT	BALANCE	
27	58 410077-1	3368	10,891.70		10,891.70	21783.

MILWAUKEE SOLVAY COKE CO.

A Division of Pickands Mather & Co.

MILWAUKEE, WISCONSIN

Natural Resources Chapter NR 101 Environmental Fee 1980 State of Wisconsin
MILWAUKEE SOLVAY COKE CO 410077-1
BOX 04546
MILWAUKEE WI 53204 MAY 27, 1981

Substance	Quantity	Fee
1980 AIR EMISSION ADJUSTMENT FACTOR: 1.5484		
Air Fees		
SULFUR DIOXIDE	428.6357 TONS/YEAR	\$ 132.74
CARBON MONOXIDE	147.8055 TONS/YEAR	\$ 45.77
HYDROCARBONS	477.5251 TONS/YEAR	\$ 147.88

1980 EFFLUENT ADJUSTMENT FACTOR: 2.2817		
Water Fees		
THERMAL DISCHARGE	371.0000 MBTU/DAY	\$ 211.63
BOD, FIVE-DAY	2106.0000 LBS/DAY	\$ 187.44
SOLIDS, TOT SUSPEND	55.0000 LBS/DAY	\$ 27.10
OIL & GREASE	78.0000 LBS/DAY	\$ 177.97
NITROGEN (KJELDAHL)	102.0000 LBS/DAY	\$ 58.18
PHOSPHORUS, TOTAL	27.5000 LBS/DAY	\$ 74.16
SULFATE	130.0000 LBS/DAY	\$ 11.86
CHROMIUM, TOTAL	27.5000 LBS/DAY	\$ 156.87
COPPER, TOTAL	2.7000 LBS/DAY	\$ 26.81
LEAD, TOTAL	0.1100 LBS/DAY	\$ 22.82
ZINC, TOTAL	19.6000 LBS/DAY	\$ 123.21
PHENOLS	673.0000 LBS/DAY	\$ 9387.26

Total Air Discharge Fee	\$ 326.39	Make Payment To:
Total Water Discharge Fee	\$ 10465.31	Department of Natural Resources
Administrative Fee	\$ 100.00	Environmental Fee Program
Total Environmental Fee	\$ 10891.70	Box 7921
Credits	\$ 0.0	Madison, Wisconsin 53707

Pay This Amount \$ 10891.70 Due Date JUNE 26, 1981
A/C 5P10B RETAIN THIS PORTION FOR YOUR RECORDS.

Chapter NR 101 Environmental Fee 1980
MILWAUKEE SOLVAY COKE CO 410077-1
BOX 04546
MILWAUKEE WI 53204 MAY 27, 1981

Total Air Discharge Fee	\$ 326.39	Make Payment To:
Total Water Discharge Fee	\$ 10465.31	Department of Natural Resources
Administrative Fee	\$ 100.00	Environmental Fee Program
Total Environmental Fee	\$ 10891.70	Box 7921
Credits	\$ 0.0	Madison, Wisconsin 53707

Pay This Amount \$ 10891.70 Due Date JUNE 26, 1981
RETURN THIS PORTION WITH REMITTANCE

FORM 900 114
REV. 4-80

Invoice No. 3268	Due Date 6.25.81
A/C No. 5P10B	-10891.70
A/C No.	
P. O. No. 11149	Terms
Price OK	Ext. OK
Audited	Approved

CASH DISCOUNT - 0 -
10,891.70
NET AMOUNT

PAID
JUN 25

PAID
JUN 25

86. 37-244

VENDOR

DEPT OF NATURAL RESOURCES NOT NEGOTIABLE

DATE	DESCRIPTION	OUR NO.	AMOUNT	DISCOUNT	BALANCE
024	410077-1 241011320	8364	8,371.53		3,371.53
					16743.

A Division of Pickands Mather & Co.
MILWAUKEE, WISCONSIN

MILWAUKEE SOLVAY COKE CO

410077-

241011320

MAY 24, 1982

BOX 04546

MILWAUKEE

WI 53204

Substance	Quantity	Fee
Air Fees	1981 AIR EMISSION ADJUSTMENT FACTOR: 1.7514	
SULFUR DIOXIDE	387,2300 TONS/YEAR	\$ 135.64
HYDROCARBONS	431,3899 TONS/YEAR	\$ 151.10
CARBON MONOXIDE	133,5300 TONS/YEAR	\$ 46.77

Invoice No. 5P10B Date 6-21-82

No. 8371.53

No.

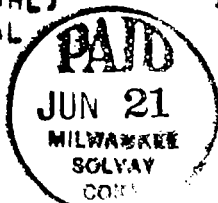
No. 12565 Terms

Price OK

Audited 6/1/82

NET INVOICE 8371.53

Water Fees	1981 EFFLUENT ADJUSTMENT FACTOR: 2.2830	
THERMAL DISCHARGE	498,0000 MBTU/DAY	\$ 284.23
BOD, FIVE-DAY	1473,0000 LBS/DAY	\$ 156.55
SOLIDS, TOT SUSPEND	718,0000 LBS/DAY	\$ 216.31
OIL & GREASE	62,7000 LBS/DAY	\$ 143.14
NITROGEN (KJELDAHL)	110,6000 LBS/DAY	\$ 63.12
PHOSPHORUS, TOTAL	29,8000 LBS/DAY	\$ 79.44
SULFATE	91,0000 LBS/DAY	\$ 11.41
CHROMIUM, TOTAL	29,8000 LBS/DAY	\$ 170.08
COPPER, TOTAL	3,0000 LBS/DAY	\$ 28.53
LEAD, TOTAL	2,1000 LBS/DAY	\$ 11.99
ZINC, TOTAL	21,3000 LBS/DAY	\$ 132.98
PHENOLS	471,0000 LBS/DAY	\$ 6640.24



Total Air Discharge Fee \$ 333.51
 Total Water Discharge Fee \$ 7938.02
 Administrative Fee \$ 100.00
 Total Environmental Fee \$ 8371.53
 Credits \$ 0.0

Make Payment To:
 Department of Natural Resources
 Environmental Fee Program
 Box 7921
 Madison, Wisconsin 53707

Pay This Amount
 \$ 8371.53
 A/C 5P10B

Due Date JUNE 23, 1982
 RETAIN THIS PORTION FOR YOUR RECORDS.

Chapter NR 101 Environmental Fee

1981

MILWAUKEE SOLVAY COKE CO

410077-1

241011320

MAY 24, 1982

BOX 04546

MILWAUKEE

WI 53204

Total Air Discharge Fee \$ 333.51
 Total Water Discharge Fee \$ 7938.02
 Administrative Fee \$ 100.00
 Total Environmental Fee \$ 8371.53
 Credits \$ 0.0

Make Payment To:
 Department of Natural Resources
 Environmental Fee Program
 Box 7921
 Madison, Wisconsin 53707

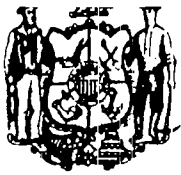
Pay This Amount

\$ 8371.53

Due Date

JUNE 23, 1982

RETURN THIS PORTION WITH REMITTANCE



State of Wisconsin

DEPARTMENT OF NATURAL RESOURCES

Carroll D. Busadny
Secretary

BOX 7921
MADISON, WISCONSIN 53707

May 24, 1982

241011320
MILWAUKEE SOLVAY COKE CO
BOX 04546
MILWAUKEE
WI 53204

410077

3450

Enclosed is the environmental fee statement for Calendar Year 1981 required of your facility under Chapter NR 101 of the Wisconsin Administrative Code and s. 144.96 of the Wisconsin Statutes. This fee has been determined from an annual report of air emissions and/or effluent discharges submitted by your facility. The enclosed bill is composed of two parts. The upper portion is itemized for your convenience and is to be retained for your records. The smaller lower section should be attached to the remitted fee and returned by no later than June 23, 1982.

Make your check payable to the Wisconsin Department of Natural Resources and return to:

Department of Natural Resources
Attn: Mr. Stanton J. Kleinert
Box 7921
Madison, WI 53707

Any questions concerning this bill should be directed to the appropriate persons listed below:

Air Emission Questions - Paul Yeung (608)266-0672
Water Effluent Questions - Tom Janisch (608)266-2499
Tom Aten (608)267-7638

Sincerely,
Bureau of Wastewater Management


Stanton J. Kleinert, Chief
Pretreatment & Fees Section

SJK:jh
Enc.

CLV00211071 (089883)

MONTHLY CALENDER of FILINGS

1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES 0026247	Monthly for Jan.	2-11-82	NONE	NONE	NONE

The foregoing is a summary of all filings made during the month of February, 1982.

All environmental reporting requirements have been fulfilled.

R. S. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil. & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	
R.C. & R.A.						
Safe Drinking Water Act						
D.N.R.						

MONTHLY CALENDER of FILINGS

7/17/82 8-17-

~~7-17-82~~
~~8-17-82~~
~~8-17-82~~

1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #0026247	Monthly for June	7/2/82	None	None	

Comments - No readings taken or reported after July 17, 1982.

Note on Report - "Shut down plant - no plant effluent going into storm sewer after 7/18/82."

RECEIVED
AUG 12 1982
T. J. MANTHEY

The foregoing is a summary of all filings made during the month of July, 1982.

All environmental reporting requirements have been fulfilled.

R. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

8-1-03

370

9

MONTHLY CALENDER of FILINGS

1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #0026247	Monthly for May	6/3/82	None	None	None

RECEIVED

JUL 5 1982

T. J. MANTHEY

The foregoing is a summary of all filings made during the month of June, 1982.

All environmental reporting requirements have been fulfilled.

Richard S. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDER of FILINGS

1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES 0026247	Monthly for Apr.	5/5/82	None	None	None

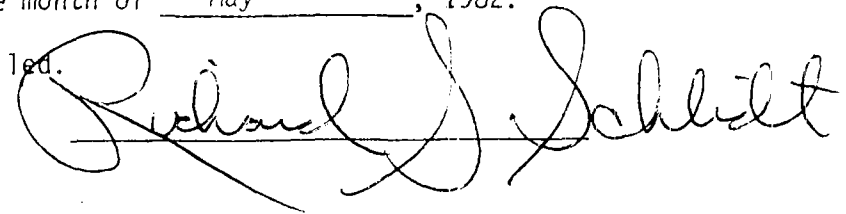
RECEIVED

JUN 7- 1982

T. J. MANTHEY

The foregoing is a summary of all filings made during the month of May, 1982.

All environmental reporting requirements have been fulfilled.



LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDER of FILINGS

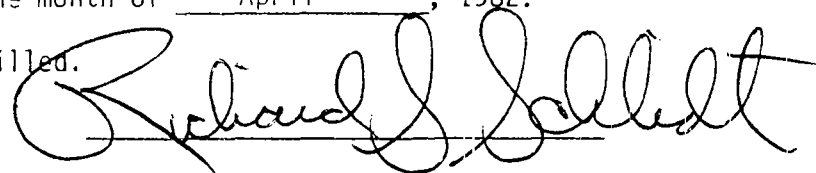
1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES 0026247	Monthly For Mar.	4/14/82	None	None	None

RECEIVED
MAY 10 1982
T. J. MANNING

The foregoing is a summary of all filings made during the month of April, 1982.

All environmental reporting requirements have been fulfilled.



LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil. & Grease	Monthly Report	J. R. Lenz	
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDER of FILINGS

1982

8-17-
1982

B-1
1/10

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES 0026247	Monthly for Feb.	3/15/82	None	None	None

The foregoing is a summary of all filings made during the month of March, 1982.

All environmental reporting requirements have been fulfilled.

P. Schlitt

RECEIVED

APR 10 1982

T. J. MANTHEY

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

[Handwritten signature]

ICKANDS MATHER & Co.

8 17-03-

Interoffice Communication

To Mr. Tom Manthey
PM Cleveland

Date February 4, 1982

From Dick Schlidt
Milwaukee Solvay Coke Co.

Copies to

Subject

Tom,

Yesterday, we had a surprise inspection from the D.N.R./E.P.A.
My notes from the inspection are enclosed.

Dick Schlidt

RECEIVED

FEB 10 1982

T. J. MANTHEY

ONE/MEETING CONVERSATION, LORD

Talked with E.P.A./D.N.R. Inspection Date 2-3-82 Time A.M. ^{am}_{pm}
of _____ Phone No. _____
(Company)

I placed call _____ Party placed call _____

My comments: William Simes - U.S.E.P.A. Field Inspector - Surveillance
Edward Kleppenhach " " " "
Ron Lillich " " " "
Martin J. Stromberger - Wisconsin D.N.R. - Milwaukee
Jimmy Chou " " "

arrived at Milwaukee Solvay Coke at 8:00 A.M. and asked permission to observe five (5) pushes and five (5) charges to see if we were in compliance with the State regulations. They asked if the pushing emissions system was operating and I informed them it was frozen solid and the target date for completion of the repairs was Friday, 2-5-82. When the system froze, hundreds of feet of piping was damaged. Our repaired clutch was not delivered on the date promised (1-15-82) by the vendor, Eaton Corporation of Kenosha, WI and since that date weekly promises by Eaton have always been that it will be delivered the next week. Today's promise by Eaton is a delivery date of 2-11-82. I explained the sequence of events which lead to the current freeze-up of the system.

Party's comments:

1. Clutch was damaged and not serviceable on 12-11-81.
2. Clutch damage was assessed and clutch sent out for repairs on 12-14-81.
3. A shaft installed and system tried without clutch on 12-15-81 with electrical problems and resulted in electrical damage.
4. Damage corrected 12-16-81 and system tried again resulting in more damage.
5. Electrical engineer flown in from our corporate Engineering department and system tried on 12-18-81 with limited success.
6. Corporate engineer met with consultants and modifications made to electrical system on 12-23-81.
7. It was decided to try system again on first work day (1-4-82) after the holidays. However, a blizzard struck on 1-3-82 and caused us to shut down the scrubber pumps and chain down the traveling hood to prevent massive damage. The result was that the system froze.
8. We were again struck by unprecedented record lows. (-28°F., wind chill factors in excess of -70°F.) on January 9, 10, 16, 17, 23 & 24, 1982. This completely froze the system, and this damage is what we are currently repairing.

Signed _____

The D.N.R. representative had empathy for our situation and asked that we call him upon completion of the repairs. They asked if the new larry car was operating (answered yes) and then asked to observe and time five (5) consecutive charges. I took them out and they watched us charge ovens 43³, 3⁴, 23⁴, 33⁴, and 43⁴. Their observations are attached as sheets A&B. Sheet A lists the cumulative time in seconds with the highest opacity at one meter observed for each charge. Sheet B is a record of the opacities at 15 second intervals for each charge. The group was satisfied that we were in compliance on door, charging ports and offtake piping emissions even though no one pass observation record was made. They also commented on the pushes being very clean even without the hood system in service. Casual observation was no pushing emission greater than 20% opacity.

William Simes of the E.P.A. said the charging operation may be in compliance depending on how the State interprets the words "suitable, safe and as quickly as possible". Martin Stromberger of D.N.R. said he would be back to inspect the plant again and see if he could define the above words. I stressed our unique plant conditions and said given the above I thought we were in compliance. They left the plant at 12:05 P.M.

for charging
features

R. S. Schlidt

RSS:jp

Page 01 of 01

Battery number _____

Oven number	(C T) Clock time BEGIN	Visible emissions, seconds	CAPACITY HIGHEST READING	Comments	(C T) CLOCK TIME END
43	10:00 AM	205	80		10:55
3	10:04 AM	163	70		10:52
23	10:09 AM	5.2	80		10:53
33	10:50 AM	142	95		11:00
43	11:01 AM	223	70	a 30 second delay during change to repositioning of the oven. Total = 11:02	11:10

TOTAL: Seconds.

SMOKE EVALUATION FORM
U.S. E.P.A. REGION V
SURVEILLANCE & ANALYSIS DIVISION
CENTRAL DISTRICT OFFICE

Date 2-3-82
 Observer W. H. Smith

Name Michael Schmitt
 Address _____

Source: <u>Coke Battery</u>			0	15	30	45		0	15	30	45
<u>Charging</u> #43	0	0	0	0	0	30	0	0	25	15	
	1	0	15	50	35	31	0	0	20	20	
Observation Point: <u>10 NE of</u>	2	0	15	75	70	32	5	5	0	10	
<u>cell</u>	3	15	30	35	30	33	25	15	40	100	
	4	40	30	15		34	50	70	65	15	
Distance From: <u>10 + 4</u>	5	9	33	47		35	25	40	5	25	
Direction From: <u>NE</u>	6	9	35	47		36					
Source Height: <u>0</u> #3	7	90	0	0	0	37					
Wind Direction: <u>N</u>	8	0	0	5	5	38					
Wind Speed: <u>10-15 MPH</u>	9	5	10	35	40	39					
Sky Condition: <u>Clear</u>	10	40	15	25	35	40					
Background: <u>Blue Sky</u>	11	40	20	35		41					
Ambient Air Temperature: <u>35 °F</u>	12	9	40	27		42					
Humidity: high; moderate; low:	13	9	53	47		43					
Color of Emissions: <u>Yellow</u> #23	14	20	25	20	25	44					
Reading Conditions: <u>Good</u>	15	10	10	10	10	45					
Plant Representatives:	16	10	45	55	45	46					
<u>See Smith</u>	17	35	20	15	20	47					
	18	15	35			48					
	19	10	04	47		49					
	20	10	39	47		50					
Observation <u>(C_T)</u> #33	21	0	0	0	0	51					
Began: <u>4:12 PM</u> Ended: <u>4:12 PM</u>	22	0	0	0	10	52					
	23	10	20	25	35	53					
	24	60	50	45	40	54					
Remarks: <u>9 10:07</u>	25	70				55					
	26	10	56	AM		56					
	27	11	00	41		57					
	28					58					
	29					59					
Observer's Signature: <u>Michael Schmitt</u>							Certification Date: <u>10-21-81</u>				

(B)

8-17-03-

J. J.

MONTHLY CALENDER of FILINGS1982

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #0026247	Monthly for Dec., 81	Jan. 11, 1982	None	None	None
	NR101	Annual	Jan. 29, 1982	N/A	None	None
Air	NR101	Annual	Jan. 8, 1982	N/A	None	None

RECEIVED
FEB 3 - 1982
T. J. MANTHEY

The foregoing is a summary of all filings made during the month of January, 1982.

All environmental reporting requirements have been fulfilled.

R. Scholt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C.A. R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

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<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
later WPDES #26247	Monthly for November	12/11/81	None	None	None

The foregoing is a summary of all filings made during the month of December, 1981. All environmental reporting requirements have been fulfilled.

R. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

0.12.
J. J. M.

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #26247 .	Monthly for October	11/13/81	None	None	None

The foregoing is a summary of all filings made during the month of November, 1981. All environmental reporting requirements have been fulfilled.

Richard Scholt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit #</u> <u>& Description</u>	<u>Term</u>	<u>Parameters</u> <u>Reported</u>	<u>Reporting</u> <u>Requirements</u>	<u>Person</u> <u>Preparing</u> <u>Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

K.C. & R.A.

Safe Drinking
Water Act

D.N.R.

pt. Inwauke S. ray

MONTHLY CALENDAR OF FILINGS

1981

8-17-03-

B + 12

2/11/11

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #26247 .	Monthly for September	10/14/81	Exceeded water temp 4 days and suspended solids 1 day.		Restricted outflow during construction for new water pumping system.

The foregoing is a summary of all filings made during the month of October, 1981. All environmental reporting requirements have been fulfilled.

Richard J. Galt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

8-17-36.

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	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
later	WPDES #26247	Monthly for August	9/14/81	None	None	None
	WPDES #26247	Renewal	9/9/81	N/A	N/A	See attached sheet copy sent under separate cover on 9/24/81 RSD.

The foregoing is a summary of all filings made during the month of September, 1981. All environmental reporting requirements have been fulfilled.

[Handwritten signature: Richard J. Schmitt]

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil. & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

8-17-3-d

MONTHLY CALENDAR OF FILINGS

1981

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #26247 .	Monthly for July	8/6/81	Exceeded Temperature limit 5 days	Rehabilitation of Water System in progress	None

The foregoing is a summary of all filings made during the month of August, 1981. All environmental reporting requirements have been fulfilled.

R. Schill

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

8-17-03-6

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water WPDES #26247	Monthly for June	7/15/81	Exceeded temperature limit 1° F. for 1 day	Changed pump- ing system	None

The foregoing is a summary of all filings made during the month of July, 1981. All environmental reporting requirements have been fulfilled.

Richard S. Schlicht

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

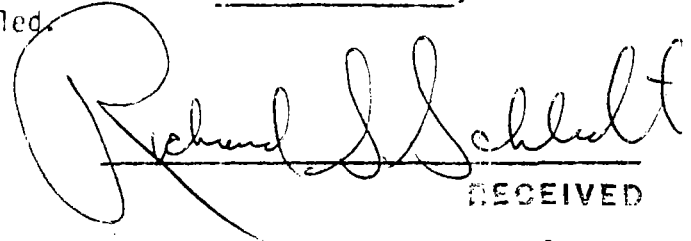
MONTHLY CALENDAR OF FILINGS

1981

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<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water WPDES # 26247	Monthly for May	6-9-81	None	None	None

The foregoing is a summary of all filings made during the month of June, 1981. All environmental reporting requirements have been fulfilled.



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LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

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	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #26247	Monthly for March	4/8/81	None	None	None

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MAY 11 1981

T. J. MANTHEY

The foregoing is a summary of all filings made during the month of April, 1981. All environmental reporting requirements have been fulfilled.

R. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

MONTHLY CALENDAR OF FILINGS

1981

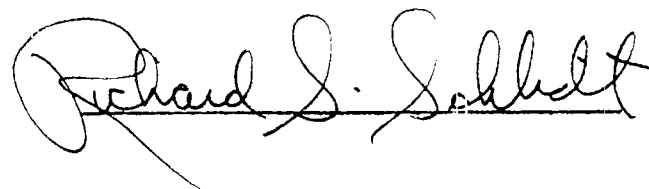
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JUN 11 1981

T. J. MANTHEY

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPPes #26247	MONTHLY for APRIL	5-8-81	NONE	NONE	NONE

The foregoing is a summary of all filings made during the month of May, 1981. All environmental reporting requirements have been fulfilled.


Richard S. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil. & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

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Safe Drinking
Water Act

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1981

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APR 13 1981
T. J. MANTHEY

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES 26247	Monthly	2/10/81 3/6/81	None	None	None

Water

The foregoing is a summary of all filings made during the month of March, 1981. All environmental reporting requirements have been fulfilled.

Richard Schliet

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
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T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

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MONTHLY CALENDAR OF FILINGS

1981

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J. J. MANTHEY

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES	Monthly	2/10/81	None	None	None

Water

*McLennan
K. L. Lacey*

The foregoing is a summary of all filings made during the month of February, 1981. All environmental reporting requirements have been fulfilled.

Richard J. Schlatt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

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Safe Drinking
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MONTHLY CALENDAR OF FILINGS

1981

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T. J. MANTHEY

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #0026247	Montly for December	1/13/81	None	None	None
	NR101- Water	Yearly	1/28/81	None	None	None
Air	NR101- Air	Yearly	1/28/81	None	None	None

The foregoing is a summary of all filings made during the month of January, 1981. All environmental reporting requirements have been fulfilled.

Richard S. Schlicht

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	X NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	X NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

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Safe Drinking
Water Act

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MONTHLY CALENDAR OF FILINGS

1980

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JAN 16 1981

T. J. MANTHEY

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Wa WPDES #0026247	Monthly for 12/4/80 November		None	None	None

The foregoing is a summary of all filings made during the month of December
environmental reporting requirements have been fulfilled.

All

Richard S. Schlitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

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Safe Drinking
Water Act

D.N.R.

M. L. L.

7/1/80

MONTHLY CALENDAR OF FILINGS

1980

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T. J. MANTHEY

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for October	11/14/80.	None	None	None

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The foregoing is a summary of all filings made during the month of November, 1980. All environmental reporting requirements have been fulfilled.

R. Schiell

7/1/80

2/1/81

MONTHLY CALENDAR OF FILINGS

1980

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for SEPT Sept	10/14/80	NONE	NONE	NONE.

Water

The foregoing is a summary of all filings made during the month of October
environmental reporting requirements have been fulfilled.

All

R. Schmitt

MONTHLY CALENDAR OF FILINGS

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<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for August	9/10/80	High suspended solids reading	Repaired sewer	Extremely heavy rain washout in- to sewer.

Water

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OCT 15 1980

E. J. MANTHEY

The foregoing is a summary of all filings made during the month of
environmental reporting requirements have been fulfilled.

September

A11

R. Schmitt

MONTHLY CALENDAR OF FILINGS

1980

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for July	8/5/80	None	None	

The foregoing is a summary of all filings made during the month of August
environmental reporting requirements have been fulfilled.

All

R. Schilt

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MONTHLY CALENDAR OF FILINGS

1980

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<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water WPDES #0026247	Monthly for June 80	7/3/80	None	None	

The foregoing is a summary of all filings made during the month of July
environmental reporting requirements have been fulfilled.

All

Richard S. Schickel

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AUG 8 1980

T. J. MANTHEY

MONTHLY CALENDAR OF FILINGS

1980

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	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES #0026247	Monthly for June 80 MAY	6/12/80	None	None	

The foregoing is a summary of all filings made during the month of June All
environmental reporting requirements have been fulfilled.

R. Schmitt

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JUL 8 1980

T. J. MANTHEY

MONTHLY CALENDAR OF FILINGS

1980

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for April 80	5/19/80	None	None	Report was late because we received blank forms late from State. Cleared with DNR (Dominic DeAmiccis and Frank Schultz)

The foregoing is a summary of all filings made during the month of May
environmental reporting requirements have been fulfilled.

All

R. Schlidt

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JUN 16 1980

T. J. MANTHEY

MONTHLY CALENDAR OF FILINGS

1980

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Water

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for March 80	4/2/80	None	None	

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MAY 21 1980

T. J. MANTHEY

The foregoing is a summary of all filings made during the month of April
environmental reporting requirements have been fulfilled.

All

R. Schidil

Milwaukee Solway

MONTHLY CALENDAR OF FILINGS

1980

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Wa	WPDES #0026247	Monthly for Feb. 80	3/12/80	None	None	
Sanitary Sewer	Pretreatment Program Industrial User Survey		3/18/80			Special One-time Survey

The foregoing is a summary of all filings made during the month of March . All environmental reporting requirements have been fulfilled.

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T. J. MANTHEY

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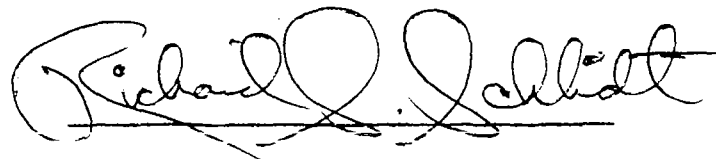
MONTHLY CALENDAR OF FILINGS

1978

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for August 79	Sept. 6, 79.	None		

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OCT 11 1979
T. J. MANTHEY

The foregoing is a summary of all filings made during the month of SEPTEMBER, 1978. All environmental reporting requirements have been fulfilled.


Richard Q. Lohat



MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
INDUSTRIAL WASTE PRETREATMENT PROGRAM
735 N. WATER ST.
MILWAUKEE, WI 53202

LETTER BLANK - FOR MMSD USE ONLY	
UC ICR NO	
DATE RECEIVED	

Note to signing official: Make sure all blanks in Sections I through III are completed. Information must be typewritten or clearly printed. Attach additional sheets keyed to section and item number if needed to provide complete information. Signing official must have authorization to provide such information on behalf of the company, corporation, or partnership.

PRETREATMENT PROGRAM INDUSTRIAL USER SURVEY
(COMPLETE A SURVEY FORM FOR EACH FACILITY THAT DISCHARGES TO THE MMSD)

SECTION I -- GENERAL INFORMATION

A. INDUSTRIAL USER -- GENERAL

1. Company Name: Milwaukee Solvay Coke Co.
2. Division Name (If applicable) _____
3. Mailing Address:
 - a. Street or P.O. Box 04546
 - b. City, State, and Zip Code Milwaukee, Wisconsin 53204
4. Facility Address:
 - a. Street address 311 E. Greenfield Avenue
 - b. City, State, and Zip Code Milwaukee, Wisconsin 53204
5. Name, title, and telephone number of signing official:
 - a. Name Jerald R. Lenz
 - b. Title Vice President
 - c. Telephone number 645-4700
6. Name, title, and telephone number of facility representative:
 - a. Name Same
 - b. Title _____
 - c. Telephone number _____

B. INDUSTRIAL USER FACILITY INFORMATION

1. No. of Employees: 250
2. Employees per shift:

1st	<u>190</u>	2nd	<u>30</u>	3rd	<u>30</u>
-----	------------	-----	-----------	-----	-----------
3. Operating Schedule:

Hrs / Day	<u>24</u>	Days / Week	<u>7</u>	Days / Year	<u>365</u>
-----------	-----------	-------------	----------	-------------	------------
4. Scheduled Shutdown Period(s) None

C. CONFIDENTIALITY

Please indicate those sections of this questionnaire that you wish to remain confidential and your basis for requiring confidentiality.

The information contained in this questionnaire is familiar to me and to the best of my knowledge and belief, such information is true, complete and accurate

Signature: Jerald R. Lenz Date: 3/18/80

SECTION II - WATER/WASTEWATER DATA (Estimates or Calculate Figures)

A. WATER SOURCES

	Annual Flow (gal/yr.)
1. Municipal System	53,923,000
2. Recycled	
3. Private Wells	
4. Other (Specify) <u>Kinnickinnic River</u>	1,222,417,000
TOTAL	1,276,345,000

B. WATER USAGE

	Annual Flow (gal/yr.)
1. Cooling Water	1,145,925,000
2. Boiler Makeup	87,700,000
3. Process Water	22,375,000
4. Sanitary Purposes (5120 gal/emp/yr.)	3,000,000
5. Plant Maintenance/Clean Up	
6. Other (Specify) <u>Quenching Makeup</u>	17,345,000
7. Other (Specify) _____	
TOTAL	1,276,345,000

C. WATER DISCHARGE/LOSS

	Annual Flow (gal/yr.)
1. Municipal Sewer/Sanitary or Combined	
a. Process	22,375,000
b. Sanitary	3,000,000
c. Cooling	23,850,000
2. Natural Receiving Waters/Storm Sewer	1,208,000,000
3. Waste Hauler	
4. Evaporation	17,345,000
5. Contained in Product	1,775,000
6. Recycled	
7. Other (Specify) _____	
TOTAL	1,276,345,000

NOTE: Total flows for A, B, and C (above) should be equal.

D. DO YOU HAVE A WPDES PERMIT FOR A SURFACE WATER DISCHARGE? Yes ☒ No ☐ Permit No. 26247

E. LIST ALL FACILITY OUTLETS TO A SANITARY OR COMBINED SEWER, GIVING SIZE & ANNUAL FLOW.

Outlet No.	Size (inches)	Annual Flow (gal/yr.)
1. <u>One</u>	<u>10"</u>	<u>49,225,000</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

F. ATTACH A SCHEMATIC OF YOUR FACILITY, INDICATING THE LOCATION OF ALL SEWER OUTLETS LISTED IN ITEM E. On this schematic, indicate the location of any existing sampling manholes or locations where samples may be collected. Manhole at entrance to plant at 311 E. Greenfield Ave.

G. DO YOU HAVE ANY AUTOMATIC SAMPLING EQUIPMENT OR CONTINUOUS WASTEWATER FLOW METERING EQUIPMENT CURRENTLY IN USE OR INCLUDED IN FUTURE PLANS?

Current:	Flow Metering	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Sampling Equipment	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Planned:	Flow Metering	Yes <input type="checkbox"/> No <input type="checkbox"/>	Sampling Equipment	Yes <input type="checkbox"/> No <input type="checkbox"/>

IF SO, PLEASE INDICATE THE PRESENT OR FUTURE LOCATION OF THIS EQUIPMENT ON THE SEWER SCHEMATIC AND DESCRIBE THE EQUIPMENT BELOW:

Storm sewer outfall to Kinnickinnic River

Parshall Flume permanently installed

Portable Proportioning Sampling Pump

H. ATTACH A DETAILED DESCRIPTION OF ANY PRETREATMENT OF WASTEWATER STREAMS THAT OCCURS PRIOR TO DISCHARGE TO A SANITARY OR COMBINED SEWER. Pretreatment consists of one 62,300 gallon decantation and skimming device for contact cooling water.

I. DO YOU HAVE A SPILL PREVENTION, CONTAINMENT AND CONTROL PLAN (SPCC) FOR YOUR PLANT? Yes ☒ No ☐

J. DO YOU DISPOSE OF ANY CHEMICALS, SOLVENTS, SLUDGES, OR HAZARDOUS MATERIALS TO LOCATIONS OTHER THAN MUNICIPAL SEWERS OR SURFACE WATERS? Yes ☐ No ☒

If so, provide a description of each material, giving the composition, solids content, annual quantity, means of disposal, and ultimate disposal location

K. IF YOU INDICATED THAT THE ANNUAL FLOW IN SECTION II C.1.a. IS ZERO (amount of process waste discharged to a sanitary or combined sewer), the remainder of this survey need not be completed. If not zero, complete Section III.

SECTION III PLANT/PROCESS DATA

- A. RAW MATERIALS — LIST ALL PRINCIPAL MATERIALS (cleaning agents, solvents, plating solutions, catalysts, process chemicals, etc.) that are regularly used in your facility and that might be present in your wastewater discharge to a sanitary or combined sewer.

[illegible]

- B. **PRODUCT(S) OR SERVICE(S)** — List all products, manufactured or services provided by your facility.

Product or Service		4-Digit SIC Code	Product or Service		4-Digit SIC Code
1.	Metallurgical Coke	3312	6.		
2.	Coal Tar	3312	7.		
3.			8.		
4.			9.		
5.			10.		

- C. DESCRIPTION OF PRODUCTION OR SERVICE PROCESSES. Provide a separate description of the individual processes used in your facility that result in a wastewater discharge to a sanitary or combined sewer.

Contact Water Wash Cooling of Coke Oven Gases

[illegible]

MONTHLY CALENDAR OF FILINGS

1980

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
WPDES #0026247	Monthly for Jan. 80	2/12/80	None	None	

The foregoing is a summary of all filings made during the month of February, 1980. All environmental reporting requirements have been fulfilled.

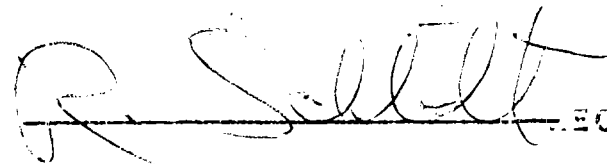
MONTHLY CALENDAR OF FILINGS

1980

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
	Discharge Monitoring Report Form for WPDES Permit	Monthly for Dec. 79	1/10/80	None		
AIR	NR101 Air Emission Inventory Facility Update	Annual Survey	1/9/80	Not Applicable		
Water	NR101 Effluent Water Report	Annual	1-25-80	Not Applicable		

The foregoing is a summary of all filings made during the month of January
environmental reporting requirements have been fulfilled.

All



RECEIVED

JAN 29 1980

T. J. MANTHEY

MONTHLY CALENDAR OF FILINGS

197~~8~~9

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for Nov. 79	12/7/79	None		

The foregoing is a summary of all filings made during the month of DECEMBER, 197~~8~~9 All environmental reporting requirements have been fulfilled.

RECEIVED

JAN 14 1980

T. J. MANTHEY

R. Schidt

MONTHLY CALENDAR OF FILINGS

1978⁹

J. J. M.

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for Oct. 79	11/9/79	None		

The foregoing is a summary of all filings made during the month of NOVEMBER, 1978⁹. All environmental reporting requirements have been fulfilled.

RECEIVED

DEC 10 1979

T. J. MANTHEY

Richard J. Schell

MONTHLY CALENDAR OF FILINGS

1978

J. J. M.

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for Sept. 79	10/9/79	None		

The foregoing is a summary of all filings made during the month of OCTOBER, 1978. All environmental reporting requirements have been fulfilled.

RECEIVED

NOV 13 1979

T. J. MANTHEY

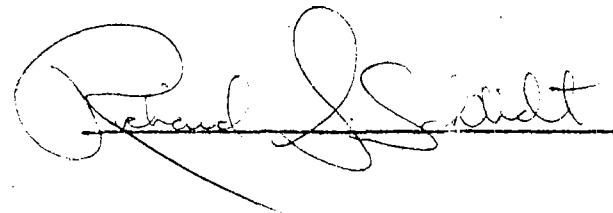
R. Schliht

MILWAUKEE SOLVAY COKE CO.

MONTHLY CALENDAR OF FILINGS1979

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for July 79	Aug. 13, 79	None		
Discharge Monitoring Report Form For WPDES Permit #WI-0026247-2	Application for Reissuance of permit.	Aug. 17, 79			

The foregoing is a summary of all filings made during the month of AUGUST, 1979. All environmental reporting requirements have been fulfilled.



Richard J. Schmitt

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

	<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water	WPDES #0026247		Flow, Temperature, Suspended Solids, Oil & Grease	Monthly Report	J. R. Lenz	
	NR101- Water	1 year	Average Concentrations, Sampling Technique	Yearly Report	J. R. Lenz	
Air	NR101- Air	1 year	Combustion Processes	Yearly Report	J. R. Lenz	
T.S.C.A.	Chemical Substance Inventory Report				R. Schlidt	

R.C. & R.A.

Safe Drinking
Water Act

D.N.R.

August 27, 1979

R. S. Schlidt

T. J. Manthey

MONTHLY CALENDAR OF FILINGS

I have received your July monthly calendar of filings which is fine. You should, however, also file the original list of environmental reports. This establishes the original inventory listing all such permits.

/dac

LIST OF ENVIRONMENTAL REPORTS

WITH REQUIRED FILINGS

<u>Permit # & Description</u>	<u>Term</u>	<u>Parameters Reported</u>	<u>Reporting Requirements</u>	<u>Person Preparing Report</u>	<u>Comments</u>
Water					
Air					
T.S.C.A.					
R.C. & R.A.					
Safe Drinking Water Act					
D.N.R.					

MILWAUKEE SOLVAY COKE CO.

MONTHLY CALENDAR OF FILINGS1979

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for June 79	July 13, 79	None		

The foregoing is a summary of all filings made during the month of JULY, 1979. All environmental reporting requirements have been fulfilled.

Richard J. Schlicht

MILWAUKEE SOLVAY COKE CO.

MONTHLY CALENDAR OF FILINGS1979

<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water Discharge Monitoring Report Form for WPDES Permit	Monthly for May 79	June 14, 79	None		

The foregoing is a summary of all filings made during the month of JUNE, 1979. All environmental reporting requirements have been fulfilled.

Richard J. Schell

August 14, 1979

J. R. Lenz

T. J. Manthey

Attached is a sample of the monthly reporting forms to be filed pursuant to the Environmental Compliance Report Program. Please use this format when submitting your monthly report.

/dac

Attachments

S. M. H.

WITH REQUIRED FILINGS

	Permit # & Description	Term	Parameters Reported	Reporting Requirements	Person Preparing Report	Comments
Water	WPDES #WI-0026247	MARCH 31, 1980	1. FLOW - - - - - 2. TEMP - - - - - 3. SUSPENDED SOLIDS - 4. PH - - - - - 5. OIL & GREASE -	CONTINUOUS DAILY GRAB - 3/WEEK 24 HR. COMP - 3/WK CONTINUOUS DAILY GRAB - WEEKLY	R. SCHLIDT	
Air	NONE					
T.S.C.A.	NONE					
R.C. & R.A.	NONE					
Safe Drinking Water Act	NONE					
D.N.R.	1. ANNUAL AIR EMISSION INVENTORY CHAPTER NR 101 2. " FACILITY IDENTIFICATION FORM # 3200-18 3. " OUTFALL " " # 3200-19 4. " INDUSTRIAL WASTES OF TOXIC AND HAZARDOUS SUBSTANCES REPORTING FORM # 3200-20 PART A 5. " " " " " " " " " " " " # 3200-20 PART B					(COPY OF 1977 REPORTS ENCLOSED) FOR ALL 5 ITEMS

MONTHLY CALENDAR OF FILINGS

1978

	<u>Permit No. & Description</u>	<u>Type of Filing</u>	<u>Date of Filing</u>	<u>Variances from Permit Conditions or Requirements</u>	<u>Corrective Action Taken</u>	<u>Comments</u>
Water	WPDES # WI-0026247	COMPLETE PREPRINTED Form	PRIOR to DEC 15	NONE		

The foregoing is a summary of all filings made during the month of NOVEMBER, 1978. All environmental reporting requirements have been fulfilled.

JR Lenz

Pickands, Mather & Co.

1100 Superior Avenue

Cleveland, Ohio 44114

December 21, 1978

Mr. J. R. Lenz
Milwaukee Solvay Coke Co.
P. O. Box 04546
Milwaukee, Wisconsin 53204

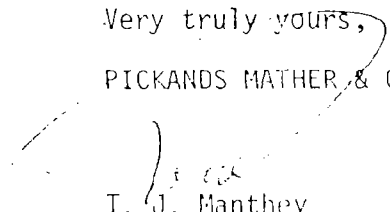
Dear Mr. Lenz:

This is to remind you on October 16 the Company initiated a new environmental reporting policy which requires, in the first instance, an inventory of all environmental reporting and certain other information. Secondly, there is a requirement for monthly filing certification.

We have not yet received any reports from your operations. For your information I am enclosing a copy of the policy. Would you please see that this is implemented and that we receive the monthly report for November and subsequent monthly reports by no later than the 15th of the following month.

Very truly yours,

PICKANDS MATHER & CO.


T. J. Manthey
Director, Public Affairs

/dac

Enclosure